

**Exhibit A**  
**Limoges Construction, Inc.**

**Ruins Project  
Proposal, Invoices, Payment Applications, Lien  
Waivers, and Payment Records**



# PROPOSAL

Ph.605.543.5959  
Fax.605.543.5940  
25732 Cottonwood Ave.

TO: JESSE KIIHL  
PREVAIL  
WATERTOWN SD

DATE: November 3, 2021  
FROM: Dan Block  
EMAIL: [danb@limogesconstruction.com](mailto:danb@limogesconstruction.com)

PROJECT: THE RUINS

**PLAN REFERENCE:**

This proposal is taken from prints dated 10/29/21. Any variation from these prints or this proposal may effect this proposed price.

	DESCRIPTION	UNIT	TOTAL
<b>FOUNDATION</b>			
wall	3/301 16" x 4'	813 LF	
	14/301 20" x 4'	5 LF	
	6/301 16" x 5'	34 LF	
	7,11/301 8" x 4'	109 LF	
		29 LF	
	10/301 12" x 4'	146 LF	
	8/301 8" x 4'	68 LF	
wall ftg	CF 2 1' x 2'	124 LF	
	CF 2-6 1' x 2'-6"	666 LF	
	CF 3 1' x 3'	134 LF	
	CF 3-6 1' x 3'-6"	133 LF	
	CF 4 1' x 4'	25 LF	
	CF 6 1' x 6'	14 LF	
	elevator flr. x 1'	145 SF	
pad footings	F 5 5' x 5' x 1'	4	
	F 6 6' x 6' x 1'	3	
	F 7-6 7'-6" x 7'-6" x 16"	20	
	F 8-6 8'-6" x 8'-6" x 20"	3	
piers	P 1 30" round x 4'	23	
	36" round x 4'	1	
	P 2 16" x 16" x 4'	8	

**INTERIOR**

ground floor x 4" w / fiber	25,147 SF
stoop tops	142 SF
bollards 6" x 7'	8
core topping x 2"	22,762 SF
solid floor on roof plank x 14"	87 SF
x 4"	82 SF
insulation x 10"	48 SF
thickened edge 10" x 16"	36 LF
	<b>\$562,500.00</b>

**SITE**

curb & gutter	144 LF
city walk x 6"	1,755 SF
building walk x 6"	181 SF

**ADD**

Change wall to 4' deep for winter construction	
10/301 12" x 4'	219 LF
11/301 8" x 4"	59 LF

<b>TOTAL OF BASE BID</b>	<b>\$602,400.00</b>
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**I. PRICE INCLUDEDS:**

Labor, Concrete, Fine Grading for Flat Work + or - 1/10',  
Floor Poly, Rebar, Sales Tax on Materials

**II. PRICE DOES NOT INCLUDE:**

Engineering, Concrete or Soil Tests, Survey, Layout,  
Snow Removal, Heat, Heat Enclosures, Cold Weather Concrete Additives,  
Covering of Concrete Due to Cold Weather, Blankets or Blanket Labor,  
Excavation or Back Fill, Fill Sand, Placement of Fill Sand, Dewatering,  
Proofing, Drain Tile, Wall or Floor Insulation, Bolts, Joint Dowels or Assemblies,  
Floor Treatments or Sealants, Joint Sealants, Wall Rub Finishes or  
Coatings, Surcharge for Lack of Project Access, Disposal of Concrete Wash Out,  
Shoring for Steel Decks, Dirt Banks, etc. Curb & Gutter, Excise Tax.

**III. CONDITIONS of WORK:**

All excavations must be in compliance with OHSA requirements.  
Limoges Construction will not accept any other conditions.

Inside of building MUST be clear of all piles of dirt, debris,  
building materials, etc., so accurate measurements  
can be made and correct installation can be achieved.  
There must also be a minimum of 8 feet of access between the  
edge of the excavation and any stored soil or material  
for our material handling and work space.  
Limoges Construction will not accept any other conditions.

For all slab on grade floor placements, the gravel-granular fill and sub base must be able to support the weight of a fully loaded concrete truck. This includes the trucks being able to maneuver on this material with multiple truck passes on this material for the floor placement. Limoges Construction will not accept any other conditions.

IV. **CONTRACTING:**

If this proposal is accepted, these inclusions and exclusions need to be added verbatim to the contract offered to LCI or attach this proposal as an addendum or exhibit to the contract.

No back charges will be excepted by LCI without prior written authorization and sign off by LCI

Prices are good for 30 days from date of proposal.

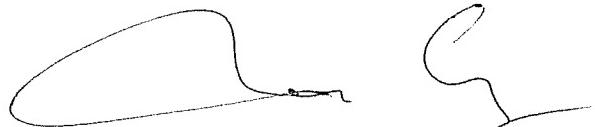


DAN BLOCK  
ESTIMATOR FOR LIMOGES CONSTRUCTION, INC.

11/3/2021

DATE

accepted by:



11/8/21



Limoges Construction, Inc.  
25732 Cottonwood Avenue  
Sioux Falls, SD 57107

## Invoice

Date	Invoice #
1/25/2022	102845

Bill To

Vendor No.

Project	Subcontract Agreement No.	Project No.
2135-Ruins		

Description	Amount
Progress Billing Less 10%	40,000.00 -4,000.00

Sales Tax (0.0%)	\$0.00
Total	\$36,000.00
Payments/Credits	\$0.00
Balance Due	\$36,000.00

### APPLICATION FOR PAYMENT

**OWNER:** Craig Properties  
**PROJECT:** The Ruins  
**PERIOD TO:** 1-31-22

**CONTRACTOR:** Limoges Construction, Inc  
 25732 Cottonwood Ave  
 Sioux Falls, SD 57107

**ARCHITECT:**  
 Refer to continuation sheets attached for detailed breakdown.

### APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT:

601,000.00

2. NET CHANGES TO CONTRACT:

-

3. TOTAL CONTRACT AMOUNT:

601,000.00

4. TOTAL COMPLETED AND STORED TO DATE:

40,000.00

5. RETAINAGE:

4,000.00

a. 10.0 % of Completed Work

0.00

b. 10.0 % of Stored Material

4,000.00

Total Retainage:

36,000.00

6. TOTAL COMPLETED LESS RETAINAGE:

36,000.00

7. LESS PREVIOUS APPLICATIONS:

-

8. CURRENT PAYMENT DUE:

36,000.00

9. BALANCE TO FINISH INCLUDING RETAINAGE:

565,000.00

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	-	-
Changes From This Application:	-	-
Total:	-	-
Net Changes:	-	-

**DISTRIBUTION:**  
 CONTRACTOR ▲  
 ARCHITECT ▲  
 File ▲

### CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jim Soren DATE: 01/25/2022

### ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

**AMOUNT CERTIFIED:** 565,000.00 Provide explanation below or attach if amount certified does not match this application amount.  
 Initial all figures & markups to agree with certified amount.

ARCHITECT: \_\_\_\_\_ DATE: \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.

## PAYMENT APPLICATION DETAIL

APPLICATION NO: 1

FOR PERIOD ENDING: 1-31-22

FROM: Limoges Construction, Inc  
 WORK: 3300 - Cast-in-Place Concrete

PROJECT: The Ruins  
 NO: 2135

WORK CATEGORY		COMPLETED WORK				BALANCE TO FINISH		RETAINAGE	
Item No.	Description	Scheduled Value	Prev. App. Value	This App. Work In Place	Stored Mat.	Total Value	%	Value (10.0%)	
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	H=G/C	I	
<b>► BASE CONTRACT SECTION</b>									
Concrete		556,000	-	-	-	-	0%	556,000	-
Rebar		45,000	-	40,000	-	40,000	89%	5,000	4,000
		-							-
<b>Total Base Contract Work:</b>		<b>601,000</b>	-	<b>40,000</b>	-	<b>40,000</b>	<b>7%</b>	<b>561,000</b>	<b>4,000</b>
<b>Total Extra Work:</b>		<b>-</b>	-	<b>-</b>	-	<b>-</b>	<b>0%</b>	<b>-</b>	<b>-</b>
<b>GRAND TOTAL:</b>		<b>601,000</b>	-	<b>40,000</b>	-	<b>40,000</b>	<b>7%</b>	<b>561,000</b>	<b>4,000</b>

Created using Payment Application Version 3.1 for Excel. Download it for free at: [www.Payment4App.com](http://www.Payment4App.com)

WAIVER OF LIEN

SD19260724

TO WHOM IT MAY CONCERN AND TO RED RIVER BANK

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

315 East Kemp, Watertown, SD 57201

Dated this 20<sup>th</sup> day of July, 2022.

AMOUNT: \$[Enter Amount] \$36,000.00 [Enter Creditor Name]  
[Enter Memo Info]

FULL \_\_\_\_\_

PARTIAL X

*Nate Loring*  
By: President  
Its: Limoges Construction, Inc.  
Address: 25732 Cottonwood Ave.  
Sioux Falls, SD 57107  
Phone Number: 605 543-5959

PLEASE SIGN AND RETURN TO:

Craig Development, LLC  
1405 1 Ave N  
Fargo, ND 58102

*Original  
mailed 7/25/23*

77-7869/2913

\*\*\*\*\* ONE HUNDRED FIVE THOUSAND THREE HUNDRED FORTY SIX AND 30/100 DOLLARS

TO THE  
ORDER OF

LIMOGES CONSTRUCTION  
25732 COTTONWOOD AVE  
SIOUX FALLS, SD 57107

06/01/22

\$105,346.30\*

Business Account

**NON-NEGOTIABLE**

Authorized Signature

*Ruins 36,056.00  
(2101) General 69,346.30*



Limoges Construction, Inc.

25732 Cottonwood Avenue  
Sioux Falls, SD 57107

## Invoice

Date	Invoice #
2/25/2022	102865

Bill To

Vendor No.

Project	Subcontract Agreement No.	Project No.
2135-Ruins		

Description	Amount
Progress Billing	150,000.00
Winter Charges	14,204.00
	-16,420.40

	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$147,783.60
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$147,783.60

## APPLICATION FOR PAYMENT

**OWNER:** Craig Properties  
**PROJECT:** The Ruins  
**CONTRACTOR:** Limoges Construction, Inc  
 25732 Cottonwood Ave  
 Sioux Falls, SD 57107

Contractor:

Limoges Construction, Inc  
 25732 Cottonwood Ave  
 Sioux Falls, SD 57107

Architect:

Contract Work: Cast-in-Place Concrete

Project Number:

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT:

601,000.00

2. NET CHANGES TO CONTRACT:

14,204.00

3. TOTAL CONTRACT AMOUNT:

615,204.00

4. TOTAL COMPLETED AND STORED TO DATE:

204,204.00

5. RETAINAGE:

20,420.40

6. TOTAL COMPLETED LESS RETAINAGE:

183,783.60

a. 10.0 % of Completed Work

b. 10.0 % of Stored Material

Total Retainage:

0.00

20,420.40

7. LESS PREVIOUS APPLICATIONS:

36,000.00

8. CURRENT PAYMENT DUE:

147,783.60

9. BALANCE TO FINISH INCLUDING RETAINAGE:

431,420.40

## EXTRA WORK SUMMARY

	ADDITIONS	DELETIONS
Changes From Prev Applications:	-	-
Changes From This Application:	<u>14,204.00</u>	-
Total:	<u>14,204.00</u>	-
Net Changes:	<u>14,204.00</u>	

AMOUNT CERTIFIED:  
 Provide explanation below or attached if amount certified does not match this application amount.  
 Initial all figures & markups to agree with certified amount.

Architect:

Date: \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.

## PAYMENT APPLICATION DETAIL

APPLICATION NO:	2
FOR PERIOD ENDING:	2/28/2022

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: The Ruins  
No: 2135

WORK CATEGORY		Description	Scheduled Value	Prev. App. Value	COMPLETED WORK			BALANCE TO FINISH	RETAINAGE Value (10.0%)
Item No.	A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	H=GIC	I
<b>► BASE CONTRACT SECTION</b>									
Concrete		556,000	-	150,000	-	-	150,000	27%	406,000
Rebar		45,000	40,000	-	-	-	40,000	89%	5,000
		-	-	-	-	-	-	-	-
<b>► EXTRA WORK SECTION 1</b>									
Winter Charges- 1-27 to 2-18- see attached		14,204	-	14,204	-	-	14,204	100%	-
Total Base Contract Work:		601,000	40,000	150,000	-	190,000	32%	411,000	19,000
Total Extra Work:		14,204	-	14,204	-	14,204	100%	-	1,420
<b>GRAND TOTAL:</b>		<b>615,204</b>	<b>40,000</b>	<b>164,204</b>	<b>-</b>	<b>204,204</b>	<b>33%</b>	<b>411,000</b>	<b>20,420</b>

## Winter Concrete Charges

Job Name: The Ruins

Date Range: 1/27/2022 to 2/18/2022

	Previous Billings	Current Billing
Cold Weather Additives		\$5,301.69
Blanket Rent		\$828.00
Blanket Labor		\$8,075.00
Snow Removal Labor		\$0.00
Ground Heater Rental		\$0.00
Ground Heater Fuel		\$0.00
Price Adjust		-\$0.69
TOTAL-	\$0.00	<b>\$14,204.00</b>

## Cold Weather Additives

## Blanket Rental

Days on Site	# of Blankets	Price per Blanket/Day	Total	Dates
			\$0.00	
6	48	\$1.50	\$432.00	2-10 to 2-15
3	88	\$1.50	\$396.00	2-16 to 2-18
		\$1.50	\$0.00	
		\$1.50	\$0.00	
		\$1.50	\$0.00	
			\$0.00	
TOTALS			\$828.00	

## Blanket Labor

170

\$8,075.00

WAIVER OF LIEN

SD19260724

TO WHOM IT MAY CONCERN AND TO RED RIVER BANK

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

315 East Kemp, Watertown, SD 57201

Dated this 14<sup>th</sup> day of March, 2022.

AMOUNT: \$[Enter Amount]  
[Enter Memo Info]

[Enter Creditor Name]

FULL \_\_\_\_\_  
PARTIAL X

By: Nate Limoges  
Its: Limoget  
Address: Limoges Construction, Inc  
25732 Cottonwood Ave.  
Sioux Falls, SD 57107  
Phone Number: (605) 543-5959

*Nate Limoges*

PLEASE SIGN AND RETURN TO:

Craig Development, LLC  
1405 1 Ave N  
Fargo, ND 58102

Original  
mailed 3-14-22

DATE: 03/08/22 CK# 159651 TOTAL \$147,783.60 BANK: Craig Properties, LLC (1120)

PAYEE: LIMOGES CONSTRUCTION

Property Address

Case 25-SD-0002 Doc 213 Filed 10/16/25 Entered 10/16/25 17:20:09 Desc Main Document Page 38 of 249

Craig Properties

Invoice - Date

Description

Amount

147,783.60

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147,783.60



Limoges Construction, Inc.  
25732 Cottonwood Avenue  
Sioux Falls, SD 57107

## Invoice

Date	Invoice #
3/25/2022	102874

Bill To
Craig Properties 1405 1st Ave N Fargo, ND 58102

Vendor No.

Project	Subcontract Agreement No.	Project No.
2135-Ruins		

Description	Amount
Progress Billing	110,000.00
Winter Charges	14,548.00
10%	-12,454.80

	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$112,093.20
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$112,093.20

### APPLICATION FOR PAYMENT

**OWNER:** Craig Properties  
**PROJECT:** The Ruins

**DISTRIBUTION:**  
 CONTRACTOR ▾  
 ARCHITECT ▾  
 File ▾

**CONTRACTOR:** Limoges Construction, Inc  
 25732 Cottonwood Ave  
 Sioux Falls, SD 57107

**ARCHITECT:**

Limos Construction, Inc  
 25732 Cottonwood Ave  
 Sioux Falls, SD 57107

**PROJECT NUMBER:**

**CONTRACT WORK:** Cast-in-Place Concrete

**WORK CATEGORY NO:** 3300

### APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

#### 1. ORIGINAL CONTRACT AMOUNT:

601,000.00

#### 2. NET CHANGES TO CONTRACT:

28,752.00

#### 3. TOTAL CONTRACT AMOUNT:

629,752.00

#### 4. TOTAL COMPLETED AND STORED TO DATE:

328,752.00

#### 5. RETAINAGE:

32,875.20

#### 6. TOTAL COMPLETED LESS RETAINAGE:

295,876.80

#### 7. LESS PREVIOUS APPLICATIONS:

183,783.60

#### 8. CURRENT PAYMENT DUE:

0.00

#### 9. BALANCE TO FINISH INCLUDING RETAINAGE:

32,875.20

### CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

CONTRACTOR: *John Smith*

DATE: 3/25/2023

State: SD County: Minnehaha

Subscribed & sworn to before me

this 25 day of March

Notary Public Name: *John Smith*

Commission Expiration Date: 1-3-21

### ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below.

### AMOUNT CERTIFIED:

Provide explanation below or attach if amount certified does not match this application amount.  
 Initial all figures & markups to agree with certified amount.

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	14,204.00	-
Changes From This Application:	14,548.00	-
Total:	28,752.00	-
Net Changes:	28,752.00	

## PAYMENT APPLICATION DETAIL

APPLICATION NO: 3

FOR PERIOD ENDING: 3/31/2022

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: The Ruins  
NO: 2135

WORK CATEGORY		COMPLETED WORK						BALANCE TO FINISH		RETAINAGE	
Item No.	Description	Scheduled Value	Prev. App. Value	Work In Place	Stored Mat.	Total Value	Total %			Value (10.0%)	
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	H=G/C	I=L/GIC	J=H-C-G	K=I	
<b>► BASE CONTRACT SECTION</b>											
Concrete	556,000	150,000	110,000	-	-	260,000	47%	296,000	26,000	-	
Rebar	45,000	40,000	-	-	-	40,000	89%	5,000	4,000	-	
	-	-	-	-	-	-	-	-	-	-	
<b>► EXTRA WORK SECTION 1</b>											
Winter Charges- 1-27 to 2-18- see attached	14,204	14,204	-	-	-	14,204	100%	-	-	1,420	-
Winter Charges- 2-19 to 3-25- see attached	14,548	-	14,548	-	-	14,548	100%	-	-	1,455	-
Total Base Contract Work:	601,000	190,000	110,000	-	-	300,000	50%	301,000	30,000	-	
Total Extra Work:	28,752	14,204	14,548	-	-	28,752	100%	-	-	2,875	-
<b>GRAND TOTAL:</b>	<b>629,752</b>	<b>204,204</b>	<b>124,548</b>	-	-	<b>328,752</b>	<b>52%</b>	<b>301,000</b>	<b>32,875</b>		

Created using Paymete for Excel. Download for free at: [www.Paymete.com](http://www.Paymete.com)

## Winter Concrete Charges

Job Name: The Ruins

Date Range: 2/19/2022 to 3/25/2022

	Previous Billings	Current Billing
Cold Weather Additives	\$5,301.69	\$4,826.33
Blanket Rent	\$828.00	\$792.00
Blanket Labor	\$8,075.00	\$8,930.00
Snow Removal Labor	\$0.00	\$0.00
Ground Heater Rental	\$0.00	\$0.00
Ground Heater Fuel	\$0.00	\$0.00
Price Adjust	-\$0.69	-\$0.33
<b>TOTAL-</b>	<b>\$14,204.00</b>	<b>\$14,548.00</b>

## Cold Weather Additives

## Blanket Rental

Days on Site	# of Blankets	Price per Blanket/Day	Total	Dates
			\$0.00	
6	88	\$1.50	\$792.00	2-19 to 2-25
		\$1.50	\$0.00	
		\$1.50	\$0.00	
		\$1.50	\$0.00	
		\$1.50	\$0.00	
			\$0.00	
TOTALS			\$792.00	

## Blanket Labor

WAIVER OF LIEN

SD19260724

TO WHOM IT MAY CONCERN AND TO RED RIVER BANK

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

315 East Kemp, Watertown, SD 57201

Dated this 11<sup>th</sup> day of April, 2022

AMOUNT: \$[Enter Amount]  
[Enter Memo Info]

[Enter Creditor Name]

FULL         
PARTIAL X

*Note Limoges*  
By: Note Limoges  
Its: President  
Address: 25732 Dottenham DR  
Sioux Falls SD 57107  
Phone Number: (605) 541-5958

PLEASE SIGN AND RETURN TO:

Craig Development, LLC  
1405 1 Ave N  
Fargo, ND 58102

*Original  
mailed 11-11-22*

PAYEE: LIMOGES CONSTRUCTION

Invoice - Date

Description

Amount

p0000001	04/02/2022		112,093.20
			112,093.20



Limoges Construction, Inc.  
25732 Cottonwood Avenue  
Sioux Falls, SD 57107

## Invoice

Date	Invoice #
6/24/2022	102921

Bill To
Craig Properties 1405 1st Ave N Fargo, ND 58102

Vendor No.

Project	Subcontract Agreement No.	Project No.
2135-Ruins		

Description	Amount
Progress Billing	146,000.00
Extra concrete due to camber in the core floor	4,087.00
Less 10%	-15,008.70

	Sales Tax (0.0%)	\$0.00
	Total	\$135,078.30
	Payments/Credits	\$0.00
	Balance Due	\$135,078.30

### APPLICATION FOR PAYMENT

OWNER: Craig Properties  
PROJECT: The Ruins

CONTRACTOR: Limoges Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107

ARCHITECT:

### APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT: 601,000.00
2. NET CHANGES TO CONTRACT: 32,839.00
3. TOTAL CONTRACT AMOUNT: 633,839.00
4. TOTAL COMPLETED AND STORED TO DATE: 478,839.00
5. RETAINAGE:
  - a. 10.0 % of Completed Work 47,883.90
  - b. 10.0 % of Stored Material 0.00
- Total Retainage: 47,883.90

6. TOTAL COMPLETED LESS RETAINAGE: 430,955.10

7. LESS PREVIOUS APPLICATIONS: 295,876.80
8. CURRENT PAYMENT DUE: 135,078.30

9. BALANCE TO FINISH INCLUDING RETAINAGE: 202,883.90

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	<u>28,752.00</u>	<u>-</u>
Changes From This Application:	<u>4,087.00</u>	<u>-</u>
Total:	<u>32,839.00</u>	<u>-</u>
Net Changes:	<u>32,839.00</u>	

APPLICATION NUMBER: 4

PERIOD TO: 6/30/2022

PROJECT NUMBER:

CONTRACT WORK: Cast-in-Place Concrete

WORK CATEGORY NO: 3300

### CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

CONTRACTOR: Jim J. Mott

DATE: 10/24/2022

State: SD County: Minnehaha

Subscribed & sworn to before me

this 24 day of June

Notary Public Name: J. Mott

Commission Expiration Date: 1-8-27

### ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below.

AMOUNT CERTIFIED:

Provide explanation below or attach if amount certified does not match this application amount.  
Initial all figures & markups to agree with certified amount.

ARCHITECT:

DATE: \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.

## PAYMENT APPLICATION DETAIL

APPLICATION NO: 4
FOR PERIOD ENDING: 6/30/2022

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: The Ruins  
NO: 2135

WORK CATEGORY		COMPLETED WORK				BALANCE TO FINISH		RETAINAGE	
Item No.	Description	Scheduled Value	Prev. App. Value	This App. Work In Place	Stored Mat. F	Total Value	%	G=D+E+F L=GIC H=C-G	Value (10.0%)
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	L=GIC	H=C-G	I
<b>► BASE CONTRACT SECTION</b>									
Concrete		556,000	260,000	146,000	-	406,000	73%	150,000	40,600
Rebar		45,000	40,000	-	-	40,000	89%	5,000	4,000
		-	-	-	-	-	-	-	-
<b>► EXTRA WORK SECTION 1</b>									
Winter Charges- 1-27 to 2-18- see attached	14,204	14,204	-	-	-	14,204	100%	-	1,420
Winter Charges- 2-19 to 3-25- see attached	14,548	14,548	-	-	-	14,548	100%	-	1,455
Extra Concrete due to camber in the core floor	4,087	-	4,087	-	-	4,087	100%	-	409
<b>Total Base Contract Work:</b>	601,000	300,000	146,000	-	-	446,000	74%	155,000	44,600
<b>Total Extra Work:</b>	32,839	28,752	4,087	-	-	32,839	100%	-	3,284
<b>GRAND TOTAL:</b>	633,839	328,752	150,087	-	-	478,839	76%	155,000	47,884

Created using Paymetrix Application. Visit [www.PaymetrixApplication.com](http://www.PaymetrixApplication.com) for more information.

WAIVER OF LIEN

SD19260724

TO WHOM IT MAY CONCERN AND TO RED RIVER BANK

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

315 East Kemp, Watertown, SD 57201

Dated this 5<sup>th</sup> day of August, 2022

AMOUNT: \$[Enter Amount]  
[Enter Memo Info]

[Enter Creditor Name]

FULL \_\_\_\_\_

PARTIAL X

By: Mate Limoges  
Its: President  
Address: Limoges Construction, Inc.  
Phone Number: 25732 Cottonwood Ave,  
Sioux Falls, SD 57107  
605-543-5959

PLEASE SIGN AND RETURN TO:

Craig Development, LLC  
1405 1 Ave N  
Fargo, ND 58102

Original  
Waiver  
8/9/22

RRSB-Limoges SD Subpoena 0036

DATE:07/01/22 CK#:183 TOTAL:\$135,078.30\* BANK:The Ruins, LLC(ruins)  
PAYEE:LIMOGES CONSTRUCTION

Property	Invoice - Date	Description	Amount
p0000001	07/01/2022		135,078.30
			<hr/> 135,078.30



Limoges Construction, Inc.

25732 Cottonwood Avenue  
Sioux Falls, SD 57107

## Invoice

Date	Invoice #
10/25/2022	102991

**Bill To**

---

Craig Properties  
1405 1st Ave N  
Fargo, ND 58102

Vendor No.

## APPLICATION FOR PAYMENT

**OWNER:** Craig Properties  
**PROJECT:** The Ruins  
**APPLICATION NUMBER:** 5  
**PERIOD TO:** 10/31/2022

**CONTRACTOR:**

Limoges Construction, Inc  
 25732 Cottonwood Ave  
 Sioux Falls, SD 57107

**ARCHITECT:**

Contract Work: Cast-in-Place Concrete

**PROJECT NUMBER:**

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

**1. ORIGINAL CONTRACT AMOUNT:**

601,000.00

**2. NET CHANGES TO CONTRACT:**

32,839.00

**3. TOTAL CONTRACT AMOUNT:**

633,839.00

**4. TOTAL COMPLETED AND STORED TO DATE:**

598,839.00

**5. RETAINAGE:**

- a. 10.0 % of Completed Work
- b. 10.0 % of Stored Material

Total Retainage:

**6. TOTAL COMPLETED LESS RETAINAGE:**

538,955.10

**7. LESS PREVIOUS APPLICATIONS:**

430,955.10

**8. CURRENT PAYMENT DUE:**

108,000.00

**9. BALANCE TO FINISH INCLUDING RETAINAGE:**

94,883.90

**10. EXTRAS:** Provide explanation below or attach if amount certified does not match this application amount.

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	32,839.00	-
Changes From This Application:	-	-
Total:	32,839.00	-
Net Changes:	32,839.00	

**11. ARCHITECT'S CERTIFICATION:** Initial all figures & markups to agree with certified amount.

**12. ARCHITECT:**

**DATE:**

The Amount Certified is payable to the contractor listed above.

## PAYMENT APPLICATION DETAIL

APPLICATION NO:	5
FOR PERIOD ENDING:	10/31/2022

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: The Ruins  
No: 2135

WORK CATEGORY	Description	COMPLETED WORK				BALANCE TO FINISH	RETAINAGE Value (10.0%)
		Scheduled Value	Prev. App. Value	This App. Work In Place	Stored Mat.		
		C	D=Prev. (D+E)	E	F		
A	B						
► BASE CONTRACT SECTION							
Concrete		556,000	406,000	115,000	-	521,000	94% 35,000
Rebar		45,000	40,000	5,000	-	45,000	100% -
		-	-	-	-	-	-
► EXTRA WORK SECTION 1							
Winter Charges- 1-27 to 2-18- see attached		14,204	14,204	-	-	14,204	100% -
Winter Charges- 2-19 to 3-25- see attached		14,548	14,548	-	-	14,548	100% -
Extra Concrete due to camber in the core floor		4,087	4,087	-	-	4,087	100% -
Total Base Contract Work:	601,000	446,000	120,000	-	566,000	94% 35,000	56,600
Total Extra Work:	32,839	32,839	-	-	32,839	100% -	3,284
GRAND TOTAL:	633,839	478,839	120,000	-	598,839	94% 35,000	59,884

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WAIVER OF LIEN

SD19260724

TO WHOM IT MAY CONCERN AND TO RED RIVER BANK

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

315 East Kemp, Watertown, SD 57201

Dated this 19<sup>th</sup> day of April, 2023.

AMOUNT: \$[Enter Amount] \$50,000<sup>00</sup> [Enter Creditor Name]  
[Enter Memo Info]

FULL \_\_\_\_\_

PARTIAL X \_\_\_\_\_

*Nate Limoges*

By: Nate Limoges  
Its: President  
Address: Limoges Construction, Inc.  
Phone Number: 18792 Cottonwood Ave.  
Sioux Falls, SD 57107

*(605) 543-5959*

PLEASE SIGN AND RETURN TO:

Craig Development, LLC  
1405 1 Ave N  
Fargo, ND 58102

*Original signed 4-20-23*

77-7869/2913

\*\*\*\*\* FIFTY THOUSAND AND 00/100 DOLLARS

TO THE  
ORDER OF

LIMOGES CONSTRUCTION  
25732 COTTONWOOD AVE  
SIOUX FALLS, SD 57107

04/12/23

\$50,000.00\*\*

Business Account

**NON-NEGOTIABLE**

Authorized Signature

DATE: 04/12/23 CK#: 11856 TOTAL:\$50,000.00\*\* BANK:Craig Development, LLC(1125)  
PAYEE:LIMOGES CONSTRUCTION

Property	Invoice - Date	Description	Amount
CRAIG DEVELOPMENT	04/12/2023		50,000.00
			50,000.00

more money now



Limoges Construction, Inc.

25732 Cottonwood Avenue  
Sioux Falls, SD 57107

# Invoice

Date	Invoice #
11/23/2022	103006

Bill To
Craig Properties 1405 1st Ave N Fargo, ND 58102

Vendor No.

Project	Subcontract Agreement No.	Project No.
2135-Ruins		

Description	Amount
Progress Billing Less 10%	14,600.00 -1,460.00

	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$13,140.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$13,140.00

## APPLICATION FOR PAYMENT

**OWNER:** Craig Properties  
**PROJECT:** The Ruins

APPLICATION NUMBER: 6

PERIOD TO: 11/30/2022

DISTRIBUTION:  
 CONTRACTOR ▾  
 ARCHITECT ▾  
 File ▾

**CONTRACTOR:**

Limoges Construction, Inc  
 25732 Cottonwood Ave  
 Sioux Falls, SD 57107

ARCHITECT:

CONTRACT WORK: Cast-in-Place Concrete

PROJECT NUMBER:

WORK CATEGORY NO: 3300

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT:

601,000.00

2. NET CHANGES TO CONTRACT:

33,439.00

3. TOTAL CONTRACT AMOUNT:

634,439.00

4. TOTAL COMPLETED AND STORED TO DATE:

613,439.00

5. RETAINAGE:

61,343.90

a. 10.0 % of Completed Work

b. 10.0 % of Stored Material

Total Retainage:

552,095.10

6. TOTAL COMPLETED LESS RETAINAGE:

538,955.10

7. LESS PREVIOUS APPLICATIONS:

13,140.00

8. CURRENT PAYMENT DUE:

82,343.90

9. BALANCE TO FINISH INCLUDING RETAINAGE:

33,439.00

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

CONTRACTOR: Jin Sun

DATE: 11/23/2022

State: SD

County: Minnehaha

Subscribed & sworn to before me

this 23 day of November

Notary Public Name: Jin Sun

Commission Expiration Date: 1-8-27

## ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

AMOUNT CERTIFIED:

Provide explanation below or attach if amount certified does not match this application amount.  
 Initial all figures & markups to agree with certified amount.

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	32,839.00	-
Changes From This Application:	600.00	-
Total:	33,439.00	-
Net Changes:	33,439.00	

Created using Paymet for Excel www.PaymentApplication.com

## PAYMENT APPLICATION DETAIL

APPLICATION NO:	6
FOR PERIOD ENDING:	11/30/2022

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: The Ruins  
NO: 2135

WORK CATEGORY		Description		SCHEDULED VALUE		PREV. APP. VALUE		COMPLETED WORK		BALANCE TO FINISH		RETAINAGE	
ITEM NO.	A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	H=C-G	I=L=G/C	J=H-C-G	K=L=G/C	L=G/C	
<b>► BASE CONTRACT SECTION</b>													
Concrete			556,000	521,000	14,000	-	535,000	96%	21,000	-	53,500		
Rebar			45,000	45,000	-	-	45,000	100%	-	-	4,500		
			-	-	-	-	-	-	-	-	-	-	
<b>► EXTRA WORK SECTION 1</b>													
Winter Charges- 1-27 to 2-18- see attached			14,204	14,204	-	-	14,204	100%	-	-	1,420		
Winter Charges- 2-19 to 3-25- see attached			14,548	14,548	-	-	14,548	100%	-	-	1,455		
Extra Concrete due to camber in the core floor			4,087	4,087	-	-	4,087	100%	-	-	409		
Transformer Pad			600	-	600	-	600	100%	-	-	60		
Total Base Contract Work:			601,000	566,000	14,000	-	580,000	97%	21,000	-	58,000		
Total Extra Work:			33,439	32,839	600	-	33,439	100%	-	-	3,344		
<b>GRAND TOTAL:</b>			<b>634,439</b>	<b>598,839</b>	<b>14,600</b>	-	<b>613,439</b>	<b>97%</b>	<b>21,000</b>	<b>-</b>	<b>61,344</b>		

Created using Paymette for Excel. Download for free at: [www.Paymette.com](http://www.Paymette.com)

**Exhibit B**  
**Limoges Construction, Inc.**

**Generations Project  
Construction Agreement and Proposal,  
Invoices, Payment Applications, Lien Waivers,  
and Payment Records**



**Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition**

AGREEMENT made as of the 25th day of January in the year 2021  
*(In words, indicate day, month and year.)*

BETWEEN the Owner:

*(Name, legal status, address and other information)*

Generations on 1st, LLC  
1405 1<sup>st</sup> Ave. North Fargo, ND 58102

and the Contractor:

*(Name, legal status, address and other information)*

Limoges Construction, Inc  
25732 Cottonwood Ave. Sioux Falls, SD 57107

for the following Project:  
*(Name, location and detailed description)*

Generations on 1st  
26 1<sup>st</sup> Ave. SW Watertown, SD 57201

The Construction Manager:  
*(Name, legal status, address and other information)*

Prevail, LLC  
100 East Kemp Ave. Suite E Watertown, SD 57201

The Architect:  
*(Name, legal status, address and other information)*

TL Stroh Architects  
8 Seventh St. N Fargo, SD 58102

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and

C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

<sup>a</sup>AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

## EXHIBIT A DETERMINATION OF THE COST OF THE WORK

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

### Portion of the Work

**Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

#### ARTICLE 4 CONTRACT SUM

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:  
*(Check the appropriate box.)*

- Stipulated Sum, in accordance with Section 4.2 below

Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below

Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

## § 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be Six Hundred Sixty Nine Thousand Dollars (\$ 669,000.00 ), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

APPENDIX

Footings & Foundation Cold Weather Concrete			
Additives ONLY	billed at cost	approx cost	\$17,525.00
Ground heater rent w/ fuel per heater per week, power supplied by others		per wk.	\$3,850.00
Blanket, snow removal & heater labor		per mhr.	\$47.50
Blanket Rent each per week		per week	\$13.50

#### § 4.2.3 Unit prices, if any:

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**User Notes:**

RRSB-Limoges SD Subpoena 0237 (18d-009357)

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

**§ 4.2.4 Allowances included in the Stipulated Sum, if any:**

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
Cold Weather Charges	Any additional charges and/or Add.s shall be approved in advance.  If blankets are needed the project owner will supply what he can before additional blankets are approved.

**§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price**

§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

**§ 4.3.2 The Contractor's Fee:**

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

**§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:**

**§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:**

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project.

**§ 4.3.6 Unit prices, if any:**

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.

**§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price**

§ 4.4.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

**§ 4.4.2 The Contractor's Fee:**

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

**§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:**

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

**§ 4.4.7 Guaranteed Maximum Price**

§ 4.4.7.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$ ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.  
(Insert specific provisions if the Contractor is to participate in any savings.)

§ 4.4.7.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 4.4.7.3 Allowances included in the Guaranteed Maximum Price, if any:

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance
------	-----------

§ 4.4.7.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty ( 60 ) days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

**§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum**

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety five percent ( 95 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price**

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;

- .2 Add the Contractor's Fee, less retainage of percent (%). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of percent (%) from that portion of the Work that the Contractor self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™—2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

**§ 5.1.5.4** The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

**§ 5.1.5.5** In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

**§ 5.1.5.6** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price**

**§ 5.1.6.1** With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

**§ 5.1.6.2** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.6.3** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

**§ 5.1.6.4** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232—2009;

- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Contractor's Fee, less retainage of percent (%). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of percent (%) from that portion of the Work that the Contractor self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232-2009.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232–2009, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 15.4 of AIA Document A232–2009.
- Litigation in a court of competent jurisdiction.
- Other: *(Specify)*

## ARTICLE 7 TERMINATION OR SUSPENSION

### § 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009.

### § 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232–2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232–2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232–2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232–2009, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

None %

§ 8.3 The Owner's representative:  
*(Name, address and other information)*

Jesse Craig  
Craig Development, LLC  
1405 1<sup>st</sup> Ave. North  
Fargo, ND 58102

§ 8.4 The Contractor's representative:  
*(Name, address and other information)*

Dan Block  
Limoges Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107  
Office: 605-543-5959  
Mobile: 605-212-4583

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

All contractors are expected to clean up after themselves, follow OSHA standards, use safe and reliable equipment, communicate, and work on a timely schedule.

No equipment will be provided by the Owner or the General of the Generations on 1st project. All contractors are expected to provide their own labor and equipment (including lifts) for work performed, shipments, products, material, ect.

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Limoges to supply materials, equipment, labor, forms, headers, flanges, ect. for all concrete shown on plan.

Approximately:

Init.

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User Notes:

RRSB-Limoges SD Subpoena 0245

**PLAN REFERENCE:**

This proposal is taken from prints dated 12/2/20. Any variation from these prints or this proposal may effect this proposed price.

DESCRIPTION		UNIT
<b>FOUNDATION</b>		
walls 3,13/301	16" x 4'	224 LF
	16" x 4'-8"	18 LF
	16" x 6'	53 LF
	16" x 7'-8"	114 LF
	16" x 8'	91 LF
	16" x 8'-8"	91 LF
	16" x 9'-6"	100 LF
11/301	8" x 4'	91 LF
	12" x 4'	16 LF
	8" x 4'-4"	7 LF
	8" x 5'	50 LF
	8" x 6'	32 LF
	8" x 7'-8"	84 LF
	4' x 16"	47 LF
10/301	1' x 4'-4"	41 LF
	1' x 8'	5 LF
	2' x 8'	10 LF
6/301	floor x 1'	128 SF
	walls 8" x 5'	38 LF
8/3012	8" x 4'	89 LF
footings	CF 2 1' x 2'	453 LF
	CF 2-6 1' x 2'-6"	169 LF
	CF 3 1' x 3'	52 LF
	CF 3-6 1' x 3'-6"	391 LF

pad ftg.s F 4	4' x 4' x 1'	2
F 5	5' x 5' x 1'	3
F 6	6' x 6' x 14"	3
F 7	7' x 7' x 16"	15
F 8	8' x 8' x 18"	22
F 9	9' x 9' x 22"	4
piers wall P 1-4	2' x 2' x 7'	18
independent	2' x 2' x 2	10
	2' x 2' x 4'	11
	2' x 2' x 6'	11
<b>INTERIOR</b>		
floor	x 4"	30875 SF
core topping		18750 SF
stoop tops		240 SF
steps @ exterior ramp		4
steps at north entrance		5
ramp in garage		114 SF
ramp edge		38 LF
<b>TOTAL OF BASE BID</b>		<hr/> \$669,000.00

#### ADD.s

Footings & Foundation Cold Weather Concrete Additives ONLY billed at cost approx cost		\$17,525.00
Ground heater rent w/ fuel per heater per week, power supplied by others	per wk.	\$3,850.00
Blanket, snow removal & heater labor	per mhr.	\$47.50
Blanket Rent each per week	per week	\$13.50

#### PRICE INCLUDEDS:

Labor, Concrete, Fine Grading for Flat Work + or - 1/10',  
Plaine 10 Mill Floor Poly, Rebar, Sales Tax on Materials

**ALL ADD.s MUST BE APPROVED PRIOR TO WORK**

Section	Title	Date	Pages
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#### § 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

PDF: 2055-5\_Compiled Set\_2021-01-06 (002)

Init.

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User Notes:

Revised ftg-found ser – arch dwgs – 01-04-21

(Gage Bros embed location) Generations On 1<sup>st</sup> – Revision 4

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

- .1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
  
- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
  
- .4 Other documents, if any, listed below:  
*(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

## ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)*

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
---------------------------	--

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

*(Printed name and title)*

*(Printed name and title)*

Init.

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User Notes:

## Additions and Deletions Report for AIA® Document A132™ – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:46:37 ET on 01/25/2021.

PAGE 1

AGREEMENT made as of the 25th day of January in the year 2021

...

Generations on 1st, LLC  
1405 1<sup>st</sup> Ave. North Fargo, ND 58102

...

Limoges Construction, Inc  
25732 Cottonwood Ave. Sioux Falls, SD 57107

...

Generations on 1st  
26 1<sup>st</sup> Ave. SW Watertown, SD 57201

...

Prevail, LLC  
100 East Kemp Ave. Suite E Watertown, SD 57201

...

TL Stroh Architects  
8 Seventh St. N Fargo, SD 58102

PAGE 3

[ X ] Stipulated Sum, in accordance with Section 4.2 below

...

§ 4.2.1 The Stipulated Sum shall be Six Hundred Sixty Nine Thousand Dollars (\$ 669,000.00), subject to additions and deletions as provided in the Contract Documents.

PAGE 4

Cold Weather Charges

Any additional charges and/or Add.s shall be approved in advance.

If blankets are needed the project owner will supply what he can before additional blankets are approved.

PAGE 5

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User Notes:

RRSB-Limoges SD Subpoena 0249  
(1840-372)

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty ( 60 ) days after the Construction Manager receives the Application for Payment.

PAGE 6

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
  - .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10 %);
- ...
- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety five percent ( 95 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

PAGE 9

- [ X ] Litigation in a court of competent jurisdiction.

PAGE 10

None %

...

Jesse Craig  
Craig Development, LLC  
1405 1<sup>st</sup> Ave. North  
Fargo, ND 58102

...

Dan Block  
Limoges Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107  
Office: 605-543-5959  
Mobile: 605-212-4583

...

All contractors are expected to clean up after themselves, follow OSHA standards, use safe and reliable equipment, communicate, and work on a timely schedule.

No equipment will be provided by the Owner or the General of the Generations on 1st project. All contractors are expected to provide their own labor and equipment (including lifts) for work performed, shipments, products, material, ect.

PAGE 11

Limoges to supply materials, equipment, labor, forms, headers, flanges, ect. for all concrete shown on plan.  
Approximately:

**PLAN REFERENCE:**

This proposal is taken from prints dated 12/2/20. Any variation from these prints or this proposal may effect this proposed price.

DESCRIPTION		UNIT
<b>FOUNDATION</b>		
walls 3,13/301	16" x 4'	224 LF
	16" x 4'-8"	18 LF
	16" x 6'	53 LF
	16" x 7'-8"	114 LF
	16" x 8'	91 LF
	16" x 8'-8"	91 LF
	16" x 9'-6"	100 LF
11/301	8" x 4'	91 LF
	12" x 4'	16 LF
	8" x 4'-4"	7 LF
	8" x 5'	50 LF
	8" x 6'	32 LF
	8" x 7'-8"	84 LF
	4' x 16"	47 LF
10/301	1' x 4'-4"	41 LF
	1' x 8'	5 LF
	2' x 8'	10 LF
6/301	floor x 1'	128 SF
	walls 8" x 5'	38 LF
8/3012	8" x 4'	89 LF
footings CF 2	1' x 2'	453 LF
CF 2-6	1' x 2'-6"	169 LF
CF 3	1' x 3'	52 LF
CF 3-6	1' x 3'-6"	391 LF

pad ftg.s	F 4	4' x 4' x 1'	2
	F 5	5' x 5' x 1'	3
	F 6	6' x 6' x 14"	3
	F 7	7' x 7' x 16"	15
	F 8	8' x 8' x 18"	22
	F 9	9' x 9' x 22"	4
piers	wall P 1-4	2' x 2' x 7'	18
	independent	2' x 2' x 2	10
		2' x 2' x 4'	11
		2' x 2' x 6'	11
INTERIOR			
	floor	x 4"	30875 SF
	core topping		18750 SF
	stoop tops		240 SF
	steps @ exterior ramp		4
	steps at north entrance		5
	ramp in garage		114 SF
	ramp edge		38 LF
TOTAL OF BASE BID			\$669,000.00

ADD.s

Footings & Foundation Cold Weather Concrete		
Additives ONLY	billed at cost	approx cost
Ground heater rent w/ fuel per heater per week, power supplied by others	per wk.	\$3,850.00
Blanket, snow removal & heater labor	per mhr.	\$47.50
Blanket Rent each per week	per week	\$13.50

PRICE INCLUDEDS:

Labor, Concrete, Fine Grading for Flat Work + or - 1/10',  
Plaine 10 Mill Floor Poly, Rebar, Sales Tax on Materials

ALL ADD.s MUST BE APPROVED PRIOR TO WORK

PAGE 13

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(Gage Bros embed location) Generations On 1<sup>st</sup> – Revision 4

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:46:37 ET on 01/25/2021 under Order No. 1850904501 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

*(Signed)*

*(Title)*

*(Dated)*



## Limoges Construction, Inc.

Sioux Falls, SD 57107

## Invoice

Date	Invoice #
1/26/2021	7804

## APPLICATION FOR PAYMENT

**OWNER:** Craig Properties  
**PROJECT:** Generations on 1st

APPLICATION NUMBER: 1

PERIOD TO: 1-31-21

DISTRIBUTION:  
 CONTRACTOR ▾  
 ARCHITECT ▾  
 File ▾

**CONTRACTOR:** Refer to continuation sheets attached for detailed breakdown.

Limoges Construction, Inc  
 25732 Cottonwood Ave  
 Sioux Falls, SD 57107

**ARCHITECT:**  
**PROJECT NUMBER:**

**CONTRACT WORK:** Cast-in-Place Concrete

**WORK CATEGORY NO:** 3300

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

**1. ORIGINAL CONTRACT AMOUNT:** 669,000.00

-

**2. NET CHANGES TO CONTRACT:** 669,000.00

-

**3. TOTAL CONTRACT AMOUNT:** 70,000.00

-

**4. TOTAL COMPLETED AND STORED TO DATE:** 70,000.00

-

**5. RETAINAGE:** 7,000.00

-

a. 10.0 % of Completed Work 0.00

b. 10.0 % of Stored Material 7,000.00

Total Retainage: 63,000.00

**6. TOTAL COMPLETED LESS RETAINAGE:** 63,000.00

-

**7. LESS PREVIOUS APPLICATIONS:** 63,000.00

-

**8. CURRENT PAYMENT DUE:** 606,000.00

-

**9. BALANCE TO FINISH INCLUDING RETAINAGE:** 606,000.00

-

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:**

*Jean Sjors* DATE: 1/20/2022

State: SD County: Minn kaha

Subscribed & sworn to before me

this 26 day of January

Notary Public Name: Jean Sjors

Commission Expiration Date: 1-88-27

## ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

**AMOUNT CERTIFIED:** 606,000.00

Provide explanation below or attach if amount certified does not match this application amount.  
 Initial all figures & markups to agree with certified amount.

DATE: \_\_\_\_\_

ARCHITECT: \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	-	-
Changes From This Application:	-	-
Total:	-	-
Net Changes:	-	-

## PAYMENT APPLICATION DETAIL

APPLICATION NO: 1  
FOR PERIOD ENDING: 1-31-21

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: Generations on 1st  
No: 2101

WORK CATEGORY		COMPLETED WORK				BALANCE TO FINISH		RETAINAGE	
Item No.	Description	Scheduled Value	Prev. App. Value	This App. Work In Place	Stored Mat. %	Total Value	%	L=G/C	H=C-G
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F			I
<b>► BASE CONTRACT SECTION</b>									
Concrete	669,000	-	70,000	-	70,000	10%	599,000	7,000	-
	-	-							-
<b>Total Base Contract Work:</b>	<b>669,000</b>	<b>-</b>	<b>70,000</b>	<b>-</b>	<b>70,000</b>	<b>10%</b>	<b>599,000</b>	<b>7,000</b>	<b>-</b>
<b>Total Extra Work:</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>GRAND TOTAL:</b>	<b>669,000</b>	<b>-</b>	<b>70,000</b>	<b>-</b>	<b>70,000</b>	<b>10%</b>	<b>599,000</b>	<b>7,000</b>	<b>-</b>

Created Using PaymCalc. Download for free at [www.PaymCalc.com](http://www.PaymCalc.com)

WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title,  
Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 1 of Generations on 1st Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

26 1st Ave SW, Watertown, SD 57201

Dated this 18<sup>th</sup> day of March, 2021.

AMOUNT: \$ 63,000.00

Limoges Construction, Inc.

25732 Cottonwood Ave.

Paid to: Sioux Falls, SD 57107

FULL \_\_\_\_\_

*Nate Limoges*

PARTIAL X

By: Nate Limoges  
Its: President  
Address: 25732 Cottonwood Ave  
Sioux Falls, SD 57107  
Phone Number: (605) 648-5757

PLEASE SIGN AND RETURN TO:

Craig Development  
1405 1st Ave N  
Fargo, ND 58102

*Original 3-23-22  
Served*  
RRSB-Limoges SD Subpoena 0257



## LIMOGES CONSTRUCTION, INC.

Sioux Falls, SD 57107

## Invoice

Date	Invoice #
2/25/2021	7819

Bill To

Vendor No.

Property	Invoice - Date	Description	Amount
1405	06/01/2022		105,346.30
			<u>105,346.30</u>

DATE: 06/01/22 CK#: 10429 TOTAL: \$105,346.30\*  
PAYEE: LIMOGES CONSTRUCTION BANK: Craig Development, LLC(1125)

The Living  
Generations  
36,000.00  
69,346.30

## APPLICATION FOR PAYMENT

**OWNER:** Craig Properties  
**PROJECT:** Generations on 1st

APPLICATION NUMBER: 2

PERIOD TO: 2/28/2021

**CONTRACTOR:** Limoges Construction, Inc  
 25732 Cottonwood Ave  
 Sioux Falls, SD 57107

PROJECT NUMBER:

CONTRACT WORK: Cast-in-Place Concrete

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT: 669,000.00
2. NET CHANGES TO CONTRACT: 7,500.00
3. TOTAL CONTRACT AMOUNT: 676,500.00
4. TOTAL COMPLETED AND STORED TO DATE: 157,500.00

### 5. RETAINAGE:

- a. 10.0 % of Completed Work
  - b. 10.0 % of Stored Material
- Total Retainage: 78,750.00

### 6. TOTAL COMPLETED LESS RETAINAGE:

141,750.00

### 7. LESS PREVIOUS APPLICATIONS:

63,000.00

### 8. CURRENT PAYMENT DUE:

78,750.00

### 9. BALANCE TO FINISH INCLUDING RETAINAGE:

534,750.00

## EXTRA WORK SUMMARY

	ADDITIONS	DELETIONS
Changes From Prev Applications:	<u>7,500.00</u>	<u>-</u>
Changes From This Application:	<u>-</u>	<u>-</u>
Total:	<u>7,500.00</u>	<u>-</u>
Net Changes:	<u>7,500.00</u>	

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jill Johnson

DATE: 2/25/2021

## ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

Notary Public Name: John Minchak

Commission Expiration Date: 2/28/2021

## AMOUNT CERTIFIED:

Provide explanation below or attach if amount certified does not match this application amount.  
 Initial all figures & markups to agree with certified amount.

ARCHITECT: John Minchak

DATE: 2/25/2021

The Amount Certified is payable to the contractor listed above.

## PAYMENT APPLICATION DETAIL

APPLICATION NO:	2
FOR PERIOD ENDING:	2/28/2021

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: Generations on 1st  
No: 2101

WORK CATEGORY	Item No.	Description	COMPLETED WORK						BALANCE TO FINISH	RETAINAGE
			Scheduled Value	Prev. App. Value	Work In Place	This App.	Total	Stored Mat.	Value %	
			C	D=Prev. (D+E)	E	F	G=D+E+F	L=G/C	H=C-G	
<b>► BASE CONTRACT SECTION</b>										
Concrete	669,000	70,000	80,000	-	-	-	150,000	22%	519,000	15,000
	-	-	-	-	-	-	-	-	-	-
<b>► EXTRA WORK SECTION 1</b>										
Winter Charges- 1-10 to 2-13- See attached	7,500	-	7,500	-	-	-	7,500	100%	-	750
<b>Total Base Contract Work:</b>	<b>669,000</b>	<b>70,000</b>	<b>80,000</b>	<b>-</b>	<b>150,000</b>	<b>22%</b>	<b>519,000</b>	<b>15,000</b>		
<b>Total Extra Work:</b>	<b>7,500</b>	<b>-</b>	<b>7,500</b>	<b>-</b>	<b>7,500</b>	<b>100%</b>	<b>-</b>	<b>-</b>	<b>750</b>	
<b>GRAND TOTAL:</b>	<b>676,500</b>	<b>70,000</b>	<b>87,500</b>	<b>-</b>	<b>157,500</b>	<b>23%</b>	<b>519,000</b>	<b>15,750</b>		

Created using Payeeze for Excel. Visit [www.Payeeze.com](http://www.Payeeze.com) for more information.

## Winter Concrete Charges

Job Name: Generations on 1st

Date Range: 1/10/2021 to 2/13/2021

	Previous Billings	Current Billing
Cold Weather Additives		\$2,488.32
Blanket Rent		\$0.00
Blanket Labor		\$5,011.25
Snow Removal Labor		\$0.00
Ground Heater Rental		\$0.00
Ground Heater Fuel		\$0.00
Price Adjust		\$0.43
TOTAL-	\$0.00	\$7,500.00

## Cold Weather Additives

## Blanket Labor

WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title ..

Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 1 of Generations on 1st Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

26 1st Ave SW, Watertown, SD 57201

Dated this 18<sup>th</sup> day of March, 2021.

AMOUNT: \$ 18,750.00

Limoges Construction, Inc.

Paid to: 25732 Cottonwood Ave.  
Sioux Falls, SD 57107

FULL \_\_\_\_\_

PARTIAL X

*Nate Limoges*  
By: Nate Limoges  
Its: President  
Address: 25732 Cottonwood Ave.  
Sioux Falls, SD 57107  
Phone Number: (605) 643-5959

PLEASE SIGN AND RETURN TO:

Craig Development  
1405 1st Ave N  
Fargo, ND 58102

*Original 3-23-21  
Subpoena*

RRSB-Limoges SD Subpoena 0265

DATE:03/16/21 CK#:37700 TOTAL:\$141,750.00\* BANK:1120 - Craig Properties, LLC  
PAYEE:LIMOGES CONSTRUCTION(limoges)

Property	Account	Invoice	Description	Amount
0824	6200			78,750.00
0824	6200			63,000.00
				141,750.00

Limoges Construction, Inc.

Sioux Falls, SD 57107

## Invoice

Date	Invoice #
3/26/2021	7825

Bill To

Vendor No.

### APPLICATION FOR PAYMENT

**OWNER:** Craig Properties  
Generations on 1st

APPLICATION NUMBER: 3

**PROJECT:** Generations on 1st  
**CONTRACTOR:** Limoges Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107  
**ARCHITECT:**

PERIOD TO: 3/31/2021

PROJECT NUMBER:

CONTRACT WORK: Cast-in-Place Concrete

WORK CATEGORY NO: 3300

### APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

#### 1. ORIGINAL CONTRACT AMOUNT:

669,000.00

#### 2. NET CHANGES TO CONTRACT:

20,633.00

#### 3. TOTAL CONTRACT AMOUNT:

689,633.00

#### 4. TOTAL COMPLETED AND STORED TO DATE:

425,633.00

#### 5. RETAINAGE:

42,563.30

#### a. 10.0 % of Completed Work

0.00

#### b. 10.0 % of Stored Material

42,563.30

Total Retainage:

#### 6. TOTAL COMPLETED LESS RETAINAGE:

383,069.70

#### 7. LESS PREVIOUS APPLICATIONS:

141,750.00

#### 8. CURRENT PAYMENT DUE:

241,319.70

#### 9. BALANCE TO FINISH INCLUDING RETAINAGE:

306,563.30

### EXTRA WORK SUMMARY

	ADDITIONS	DELETIONS
Changes From Prev Applications:	7,500.00	-
Changes From This Application:	13,133.00	-
Total:	20,633.00	-
Net Changes:	20,633.00	

### AMOUNT CERTIFIED:

Provide explanation below or attached if amount certified does not match this application amount.  
Initial all figures & markups to agree with certified amount.

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.

## PAYMENT APPLICATION DETAIL

APPLICATION NO:	3
FOR PERIOD ENDING:	3/31/2021

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: Generations on 1st  
NO: 2101

WORK CATEGORY	Description	COMPLETED WORK						BALANCE TO FINISH	RETAINAGE Value (10.0%)
		Scheduled Value	Prev. App. Value	This App.	Total	Value %	%		
		C	D=Prev. (D+E)	E	F	G=D+E+F	L=G/C		
<b>► BASE CONTRACT SECTION</b>									
Concrete		669,000	150,000	255,000	-	405,000	61%	264,000	40,500
		-	-	-	-			-	-
<b>► EXTRA WORK SECTION 1</b>									
Winter Charges- 1-10 to 2-13- See attached	7,500	7,500	-	-	-	7,500	100%	-	750
Winter Charges- 2-14 to 3-20- See attached	13,133	-	13,133	-	-	13,133	100%	-	1,313
<b>Total Base Contract Work:</b>	669,000	150,000	255,000	-	405,000	61%	264,000	40,500	
<b>Total Extra Work:</b>	20,633	7,500	13,133	-	20,633	100%	-	-	2,063
<b>GRAND TOTAL:</b>	689,633	157,500	268,133	-	425,633	62%	264,000	42,563	

Download using Paymete for Excel. Visit [www.Paymete.com](http://www.Paymete.com) for more information.

## Winter Concrete Charges

Job Name: Generations on 1st

Date Range: 2/14/2021 to 3/20/2021

	Previous Billings	Current Billing	
Cold Weather Additives	\$2,488.32	\$7,741.59	<-- \$17,525 max
Blanket Rent		\$0.00	
Blanket Labor	\$5,011.25	\$5,391.25	
Snow Removal Labor		\$0.00	
Ground Heater Rental		\$0.00	
Ground Heater Fuel		\$0.00	
Price Adjust	\$0.43	\$0.16	
TOTAL-	\$7,500.00	\$13,133.00	

## Cold Weather Additives

## Blanket Labor

WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title,  
Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 1 of Generations on 1st Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

26 1st Ave SW, Watertown, SD 57201

Dated this 29<sup>th</sup> day of April, 2021.

AMOUNT: \$ 241,319.70

Paid to: Limoges Construction, Inc.  
25732 Cottonwood Ave.  
Sioux Falls, SD 57107

FULL \_\_\_\_\_

PARTIAL X

By: Nate Limoges  
Its: President  
Address: \_\_\_\_\_

Phone Number: (605) 543-2595

PLEASE SIGN AND RETURN TO:

Craig Development  
1405 1st Ave N  
Fargo, ND 58102

RRSB-Limoges SD Subpoena 0273

Original  
11.28.21

DATE:04/26/21 CK#:37887 TOTAL:\$241,319.70\* BANK:1120 - Craig Properties, LLC  
PAYEE:LIMOGES CONSTRUCTION(limoges)

Property	Account	Invoice	Description	Amount
0824	6200			241,319.70
				241,319.70



Limoges Construction, Inc.  
25732 Cottonwood Avenue  
Sioux Falls, SD 57107

## Invoice

Date	Invoice #
5/25/2021	7868

APPLICATION FOR PAYMENT		PROJECT:	APPLICATION NUMBER:																
OWNER:	Craig Properties	Generations on 1st	4																
CONTRACTOR:	Limoges Construction, Inc 25732 Cottonwood Ave Sioux Falls, SD 57107	ARCHITECT:																	
PROJECT NUMBER:		CONTRACT WORK:	Cast-in-Place Concrete																
WORK CATEGORY NO:	3300	DATE:	<u>5/25/2021</u>																
<b>APPLICATION FOR PAYMENT - SUMMARY</b> Refer to continuation sheets attached for detailed breakdown.																			
1. ORIGINAL CONTRACT AMOUNT:	669,000.00	Subscribed & sworn to before me this <u>25</u> day of <u>May</u>																	
2. NET CHANGES TO CONTRACT:	20,633.00	Notary Public Name: <u>Brian J. Minnehan</u>																	
3. TOTAL CONTRACT AMOUNT:	689,633.00	Commission Expiration Date: <u>5/25/2021</u>																	
4. TOTAL COMPLETED AND STORED TO DATE:	515,633.00																		
5. RETAINAGE:	<table border="1"> <tr> <td>51,563.30</td> </tr> <tr> <td>0.00</td> </tr> <tr> <td>51,563.30</td> </tr> </table>	51,563.30	0.00	51,563.30															
51,563.30																			
0.00																			
51,563.30																			
6. TOTAL COMPLETED LESS RETAINAGE:	464,069.70																		
7. LESS PREVIOUS APPLICATIONS:	383,069.70																		
8. CURRENT PAYMENT DUE:	<input type="text" value="81,000.00"/>																		
9. BALANCE TO FINISH INCLUDING RETAINAGE:	225,563.30																		
<b>ARCHITECT'S CERTIFICATION:</b> The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:																			
<b>AMOUNT CERTIFIED:</b> Provide explanation below or attach if amount certified does not match this application amount. Initial all figures & markups to agree with certified amount.																			
ARCHITECT:		DATE:																	
The Amount Certified is payable to the contractor listed above.																			
Net Changes: <table border="1"> <tr> <td>Changes From Prev Applications:</td> <td>20,633.00</td> <td>DELETIONS</td> <td>-</td> </tr> <tr> <td>Changes From This Application:</td> <td>-</td> <td></td> <td>-</td> </tr> <tr> <td>Total:</td> <td>20,633.00</td> <td></td> <td>-</td> </tr> <tr> <td>Net Changes:</td> <td>20,633.00</td> <td></td> <td></td> </tr> </table>				Changes From Prev Applications:	20,633.00	DELETIONS	-	Changes From This Application:	-		-	Total:	20,633.00		-	Net Changes:	20,633.00		
Changes From Prev Applications:	20,633.00	DELETIONS	-																
Changes From This Application:	-		-																
Total:	20,633.00		-																
Net Changes:	20,633.00																		

**PAYMENT APPLICATION DETAIL**

APPLICATION NO:	4
FOR PERIOD ENDING:	5/31/2021

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: Generations on 1st  
No: 2101

WORK CATEGORY	Description	COMPLETED WORK						BALANCE TO FINISH	RETAINAGE Value (10.0%)
		Scheduled Value	Prev. App. Value	This App.	Total	Stored Mat.	Value %		
		C	D=Prev. (D+E)	E	F	G=D+E+F	L=GC	H=C-G	I
<b>► BASE CONTRACT SECTION</b>									
Concrete		669,000	405,000	90,000	-	495,000	74%	174,000	49,500
		-	-	-	-	-	-	-	-
<b>► EXTRA WORK SECTION 1</b>									
Winter Charges- 1-10 to 2-13- See attached		7,500	7,500	-	-	7,500	100%	-	750
Winter Charges- 2-14 to 3-20- See attached		13,133	13,133	-	-	13,133	100%	-	1,313
<b>Total Base Contract Work:</b>		669,000	405,000	90,000	-	495,000	74%	174,000	49,500
<b>Total Extra Work:</b>		20,633	20,633	-	-	20,633	100%	-	2,063
<b>GRAND TOTAL:</b>		689,633	425,633	90,000	-	515,633	75%	174,000	51,563

Created using Paymette for Excel. Download for free at [www.Paymette.com](http://www.Paymette.com)

WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title -  
Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 1 of Generations on 1st Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

26 1st Ave SW, Watertown, SD 57201

Dated this 24<sup>th</sup> day of June, 2021.

AMOUNT: \$ 81,000.00

Limoges Construction, Inc.

25732 Cottonwood Ave.

Sioux Falls, SD 57107

Paid to:

FULL \_\_\_\_\_

PARTIAL X

By: Nate Limoges  
Its: President  
Address: 25732 Cottonwood Ave  
Sioux Falls, SD 57107  
Phone Number: (605) 543-5955

PLEASE SIGN AND RETURN TO:

Craig Development  
1405 1st Ave N  
Fargo, ND 58102

Original  
Mailed 7.21.21  
RRSB-Limoges SP Subpoena 0278 b/wd. com  
jesse.kirk@rrsb.com

DATE:06/18/21 CK#,38195 TOTAL:\$81,000.00\*\* BANK:1120 - Craig Properties, LLC  
PAYEE:LIMOGES CONSTRUCTION(limoges)

Property	Account	Invoice	Description	Amount
0824	6200			81,000.00
				81,000.00

WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title  
Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 1 of Generations on 1st Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

26 1st Ave SW, Watertown, SD 57201

Dated this 24<sup>th</sup> day of June, 2021.

AMOUNT: \$ 81,000.00

Limoges Construction, Inc.  
25732 Cottonwood Ave.  
Sioux Falls, SD 57107

Paid to: \_\_\_\_\_

FULL \_\_\_\_\_

PARTIAL X

*Nate Limoges*  
By: Nate Limoges  
Its: President  
Address: 25732 Cottonwood Ave  
Sioux Falls, SD 57107  
Phone Number: (605) 543-5985

PLEASE SIGN AND RETURN TO:

Craig Development  
1405 1st Ave N  
Fargo, ND 58102

RRSB-Limoges SD Subpoena 0280

Original  
Mailed 7-20-2021



Limoges Construction, Inc.  
25732 Cottonwood Avenue  
Sioux Falls, SD 57107

# Invoice

Date	Invoice #
6/25/2021	7896

Bill To

Vendor No.

Project	Subcontract Agreement No.	Project No.
2101-Generations on 1st		

Description	Amount
Progress Billing Less 10%	80,000.00 -8,000.00

Sales Tax (0.0%)	\$0.00
Total	\$72,000.00
Payments/Credits	\$0.00
Balance Due	\$72,000.00

## APPLICATION FOR PAYMENT

**OWNER:** Craig Properties  
Generations on 1st

**PROJECT:** Generations on 1st

**DISTRIBUTION:**  
CONTRACTOR ▾  
ARCHITECT ▾  
File ▾

## CONTRACTOR:

Limoges Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107

## ARCHITECT:

Contract Work: Cast-in-Place Concrete

## PROJECT NUMBER:

WORK CATEGORY NO: 3300

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

### 1. ORIGINAL CONTRACT AMOUNT:

669,000.00

### 2. NET CHANGES TO CONTRACT:

-20,633.00

### 3. TOTAL CONTRACT AMOUNT:

689,633.00

### 4. TOTAL COMPLETED AND STORED TO DATE:

595,633.00

### 5. RETAINAGE:

59,563.30

### 6. TOTAL COMPLETED LESS RETAINAGE:

536,069.70

### 7. LESS PREVIOUS APPLICATIONS:

464,069.70

### 8. CURRENT PAYMENT DUE:

72,000.00

### 9. BALANCE TO FINISH INCLUDING RETAINAGE:

153,563.30

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

DATE: 10/25/2021

CONTRACTOR: Jin Sato

State: SD County: Minnehaha

Subscribed & sworn to before me

this 25<sup>th</sup> day of June

Notary Public Name: Br. St. B.

Commission Expiration Date: 1-8-27

## ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

### AMOUNT CERTIFIED:

Provide explanation below or attach if amount certified does not match this application amount.  
Initial all figures & markups to agree with certified amount.

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	20,633.00	-
Changes From This Application:	-	-
Total:	20,633.00	-
Net Changes:	20,633.00	-

## PAYMENT ALIGNMENT DETAIL

APPLICATION NO:	-
FOR PERIOD ENDING:	6/30/2021

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: Generations on 1st  
NO: 2101

WORK CATEGORY	Item No.	Description	COMPLETED WORK				RETAINAGE	
			Scheduled Value	Prev. App. Value	This App. Work In Place	Stored Mat.	Total Value	%
			C	D=Prev. (D+E)	E	F	G=D+E+F	L=G/C
<b>► BASE CONTRACT SECTION</b>								
Concrete		669,000	495,000	80,000	-	-	575,000	86% 94,000
		-	-	-	-	-	-	- 57,500
<b>► EXTRA WORK SECTION 1</b>								
Winter Charges- 1-10 to 2-13- See attached		7,500	7,500	-	-	-	7,500	100% - 750
Winter Charges- 2-14 to 3-20- See attached		13,133	13,133	-	-	-	13,133	100% - 1,313
<b>Total Base Contract Work:</b>		<b>669,000</b>	<b>495,000</b>	<b>80,000</b>	-	-	<b>575,000</b>	<b>86%</b> <b>94,000</b> <b>57,500</b>
<b>Total Extra Work:</b>		<b>20,633</b>	<b>20,633</b>	<b>-</b>	-	-	<b>20,633</b>	<b>100%</b> - <b>2,063</b>
<b>GRAND TOTAL:</b>		<b>689,633</b>	<b>515,633</b>	<b>80,000</b>	-	-	<b>595,633</b>	<b>86%</b> <b>94,000</b> <b>59,563</b>

WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title -  
Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 1 of Generations on 1st Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

26 1st Ave SW, Watertown, SD 57201

Dated this 2<sup>nd</sup> day of September, 2021

AMOUNT: \$ 72,000.00

Paid to: Limoges Construction Inc.

FULL \_\_\_\_\_

PARTIAL X

By: Nate Limoges  
Its: President  
Address: Limoges Construction, Inc.  
Phone Number: 25732 Cottonwood Ave.  
Sioux Falls, SD 57107  
(605) 543-5959

PLEASE SIGN AND RETURN TO:

Craig Development  
1405 1st Ave N  
Fargo, ND 58102

Property	Account	Description	Amount
0824	6200	CK# :38386 TOTAL:\$72,000.00** PAYEE:LIMOGES CONSTRUCTION (Limoges) Invoice	72,000.00

DATE:07/21/21 CK#:38386 TOTAL:\$72,000.00\*\* BANK:1120 - Craig Properties, LLC  
PAYEE:LIMOGES CONSTRUCTION (Limoges)



Limoges Construction, Inc.  
25732 Cottonwood Avenue  
Sioux Falls, SD 57107

## Invoice

Date	Invoice #
12/22/2021	102835

Bill To

Vendor No.

Project	Subcontract Agreement No.	Project No.
2101-Generations on 1st		

Description	Amount
Progress Billing Less 10%	50,000.00 -5,000.00

	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$45,000.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$45,000.00

### APPLICATION FOR PAYMENT

**OWNER:** Craig Properties      **PROJECT:** Generations on 1st      **APPLICATION NUMBER:** 6  
**CONTRACTOR:** Limoges Construction, Inc      **ARCHITECT:** Generations on 1st      **PERIOD TO:** 12/31/2021  
**PROJECT NUMBER:**

**CONTRACTOR:** Limoges Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107

### APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

#### 1. ORIGINAL CONTRACT AMOUNT:

669,000.00

#### 2. NET CHANGES TO CONTRACT:

20,633.00

#### 3. TOTAL CONTRACT AMOUNT:

689,633.00

#### 4. TOTAL COMPLETED AND STORED TO DATE:

645,633.00

#### 5. RETAINAGE:

- 10.0 % of Completed Work
- 10.0 % of Stored Material

Total Retainage:

#### 6. TOTAL COMPLETED LESS RETAINAGE:

581,069.70

#### 7. LESS PREVIOUS APPLICATIONS:

536,069.70

#### 8. CURRENT PAYMENT DUE:

45,000.00

#### 9. BALANCE TO FINISH INCLUDING RETAINAGE:

108,563.30

### EXTRA WORK SUMMARY

	ADDITIONS	DELETIONS
Changes From Prev Applications:	20,633.00	-
Changes From This Application:	-	-
Total:	20,633.00	-
Net Changes:	20,633.00	

### CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Jim Yura      **DATE:** 12/23/2022

**STATE:** SD      **COUNTY:** Minnehaha

Subscribed & sworn to before me

this

23rd

day of

December

2022

Notary Public Name: Bob O'Boyle      Commission Expiration Date: 1-8-27

### ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below.

### AMOUNT CERTIFIED:

Provide explanation below or attach if amount certified does not match this application amount.  
Initial all figures & markups to agree with certified amount

**ARCHITECT:**

**DATE:** \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.

## PAYMENT APPLICATION DETAIL

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

APPLICATION NO:	6
FOR PERIOD ENDING:	12/31/2021

PROJECT: Generations on 1st  
NO: 2101

WORK CATEGORY		COMPLETED WORK			BALANCE TO FINISH		RETAINAGE	
Item No.	Description	Scheduled Value C	Prev. App. Value D=Prev. (D+E)	This App. Work In Place E	Stored Mat. F	Total Value G=D+E+F	% L=G/C	Value (10.0%) H=C-G
<b>► BASE CONTRACT SECTION</b>								
Concrete		669,000	575,000	50,000	-	625,000	93%	44,000
		-	-	-	-	-	-	62,500
		-	-	-	-	-	-	-
<b>► EXTRA WORK SECTION 1</b>								
Winter Charges- 1-10 to 2-13- See attached		7,500	7,500	-	-	7,500	100%	-
Winter Charges- 2-14 to 3-20- See attached		13,133	13,133	-	-	13,133	100%	-
		-	-	-	-	-	-	750
		-	-	-	-	-	-	1,313
<b>Total Base Contract Work:</b>		<b>669,000</b>	<b>575,000</b>	<b>50,000</b>	<b>-</b>	<b>625,000</b>	<b>93%</b>	<b>44,000</b>
<b>Total Extra Work:</b>		<b>20,633</b>	<b>20,633</b>	<b>-</b>	<b>-</b>	<b>20,633</b>	<b>100%</b>	<b>-</b>
<b>GRAND TOTAL:</b>		<b>689,633</b>	<b>595,633</b>	<b>50,000</b>	<b>-</b>	<b>645,633</b>	<b>94%</b>	<b>44,000</b>
								<b>64,563</b>

MOA/LL  
CRAIG CO.  
10-14-22

PLEASE SIGN AND RETURN TO:

Craig Development  
1405 1st Ave N  
Fargo, ND 58102

Phone Number: (660) 543-5959

Address:  
Lis:  
By: Nate Limoges  
Nate Limoges  
Nate Limoges

PARTIAL

FULL

AMOUNT: \$ 45,000.00 Paid to:

Dated this 11 day of August, 2023. Limoges Construction, Inc.  
26732 Cottonwood Ave.  
Sioux Falls, SD 57107

26 1st Ave SW, Watertown, SD 57201

Lots 1 of Generations on 1st Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plan thereof.

The real property situated in the County of Codington, State of South Dakota described as:  
thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon  
furnished or delivered to the real property below described, or any building, construction, or improvement  
undertaken to file mechanics' liens or claims on account of labor or services performed at or materials  
waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the  
For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby

Watertown

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title.

SD20297500

WAIVER OF LIEN

DATE: 01/03/22 CK#: 39282 TOTAL: \$45,000.00\*\* BANK: Craig Properties, LLC (1120)  
PAVEE: LIMOGES CONSTRUCTION  
Property Address  
Craig Properties

Invoice - Date

01/03/2022

Description

Amount  
45,000.00



Limoges Construction, Inc.  
25732 Cottonwood Avenue  
Sioux Falls, SD 57107

## Invoice

Date	Invoice #
1/25/2022	102848

Bill To

Vendor No.

Project	Subcontract Agreement No.	Project No.
2101-Generations on 1st		

Description	Amount
Progress Billings	43,000.00
Winter Charges	3,830.00
Less 10%	-4,683.00

	Sales Tax (0.0%)	\$0.00
	Total	\$42,147.00
	Payments/Credits	\$0.00
	Balance Due	\$42,147.00

### APPLICATION FOR PAYMENT

**OWNER:** Craig Properties  
**PROJECT:** Generations on 1st

**DISTRIBUTION:**  
 CONTRACTOR ▾  
 ARCHITECT ▾  
 File ▾

### CONTRACTOR:

Limoges Construction, Inc  
 25732 Cottonwood Ave  
 Sioux Falls, SD 57107

### ARCHITECT:

CONTRACT WORK: Cast-in-Place Concrete

### PROJECT NUMBER:

WORK CATEGORY NO: 3300

### APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

#### 1. ORIGINAL CONTRACT AMOUNT:

669,000.00

#### 2. NET CHANGES TO CONTRACT:

24,463.00

#### 3. TOTAL CONTRACT AMOUNT:

693,463.00

#### 4. TOTAL COMPLETED AND STORED TO DATE:

692,463.00

#### 5. RETAINAGE:

69,246.30

#### a. 10.0 % of Completed Work

0.00

#### b. 10.0 % of Stored Material

69,246.30

Total Retainage:

#### 6. TOTAL COMPLETED LESS RETAINAGE:

623,216.70

#### 7. LESS PREVIOUS APPLICATIONS:

581,069.70

#### 8. CURRENT PAYMENT DUE:

42,147.00

#### 9. BALANCE TO FINISH INCLUDING RETAINAGE:

70,246.30

### CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

#### CONTRACTOR:

DATE: 1/29/2027

#### STATE:

SD

County: Minnehaha

#### SUBSCRIBED & SWEORN TO BEFORE ME

this 25<sup>th</sup> day of

January

#### NOTARY PUBLIC NAME:

John Scott

#### COMMISSION EXPIRATION DATE:

1-8-27

### ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

#### AMOUNT CERTIFIED:

70,246.30

Provide explanation below or attach if amount certified does not match this application amount.  
 Initial all figures & markups to agree with certified amount.

#### ARCHITECT:

DATE: \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	20,633.00	-
Changes From This Application:	3,830.00	-
Total:	24,463.00	-
Net Changes:	24,463.00	

**PAYMENT APPLICATION DETAIL**

APPLICATION NO:	7
FOR PERIOD ENDING:	1/31/2022

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: Generations on 1st  
NO: 2101

WORK CATEGORY	Description	COMPLETED WORK			BALANCE TO FINISH		RETAINAGE Value (10.0%)
		Scheduled Value	Prev. App. Value	This App. Value	Total	%	
		C	D=Prev. (D+E)	E	F	G=D+E+F	H=C-G
<b>► BASE CONTRACT SECTION</b>							
Concrete	669,000	625,000	43,000	-	668,000	100%	1,000
	-	-	-	-			66,800
<b>► EXTRA WORK SECTION</b>							
Winter Charges- 1-10 to 2-13- See attached	7,500	7,500	-	-	7,500	100%	-
Winter Charges- 2-14 to 3-20- See attached	13,133	13,133	-	-	13,133	100%	-
Winter Charges- 12-22 to 1-11- See attached	3,830	-	3,830	-	3,830	100%	-
							750
							1,313
							383
Total Base Contract Work:	669,000	625,000	43,000	-	668,000	100%	1,000
Total Extra Work:	24,463	20,633	3,830	-	24,463	100%	-
<b>GRAND TOTAL:</b>	<b>693,463</b>	<b>645,633</b>	<b>46,830</b>	-	<b>692,463</b>	<b>100%</b>	<b>1,000</b>
							<b>66,800</b>
							<b>2,446</b>
							<b>69,246</b>

## Winter Concrete Charges

**Job Name:** Generations on 1st

**Date Range:** 12/22/2021 to 1/11/2022

	Previous Billings	Current Billing
Cold Weather Additives	\$10,229.91	\$3,830.32
Blanket Rent		\$0.00
Blanket Labor	\$10,402.50	\$0.00
Snow Removal Labor		\$0.00
Ground Heater Rental		\$0.00
Ground Heater Fuel		\$0.00
Price Adjust	\$0.59	-\$0.32
<b>TOTAL-</b>	<b>\$20,633.00</b>	<b>\$3,830.00</b>

## Cold Weather Additives

WAIVER OF LIEN

SD19260724

TO WHOM IT MAY CONCERN AND TO RED RIVER BANK

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

315 East Kemp, Watertown, SD 57201

Dated this 14<sup>th</sup> day of March, 2022.

AMOUNT: \$[Enter Amount]  
[Enter Memo Info]

[Enter Creditor Name]

FULL \_\_\_\_\_

*Note Limoges*

PARTIAL X \_\_\_\_\_

By: Note Limoges  
Its: Crescent  
Address: Limoges Construction, Inc  
Phone Number: 25732 Cottonwood Ave.  
(605) 543-5959

PLEASE SIGN AND RETURN TO:

Craig Development, LLC  
1405 1 Ave N  
Fargo, ND 58102

Original  
Scanned 3/18/22

RRSB-Limoges SD Subpoena No 0296

DATE:02/07/22 CK#:39476 TOTAL:\$42,147.00\*\* BANK:Craig Properties, LLC(1120)  
PAYEE:LIMOGES CONSTRUCTION

Property Address	Invoice - Date	Description	Amount
Craig Properties	02/07/2022		42,147.00
			42,147.00



Limoges Construction, Inc.  
25732 Cottonwood Avenue  
Sioux Falls, SD 57107

## Invoice

Date	Invoice #
2/25/2022	102864

Bill To

Vendor No.

Project	Subcontract Agreement No.	Project No.
2101-Generations on 1st		
Description	Amount	
Progress Billing less 10%	1,000.00 -100.00	
	Sales Tax (0.0%)	\$0.00
	Total	\$900.00
	Payments/Credits	\$0.00
	Balance Due	\$900.00

APPLICATION FOR PAYMENT		PROJECT:	APPLICATION NUMBER: 8																				
OWNER:	Craig Properties	Generations on 1st	PERIOD TO: 2/28/2022																				
CONTRACTOR:	Limoges Construction, Inc 25732 Cottonwood Ave Sioux Falls, SD 57107	ARCHITECT:																					
PROJECT NUMBER:		CONTRACT WORK: Cast-in-Place Concrete																					
WORK CATEGORY NO:	3300	CONTRACTOR'S CERTIFICATION:																					
<p>The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.</p> <p>CONTRACTOR: <u>Jean S. Alota</u> DATE: <u>2-24-22</u></p>																							
<p>State: <u>SD</u> County: <u>Minnehaha</u>          Subscribed &amp; sworn to before me          this <u>24</u> day of <u>February</u>          Notary Public Name: <u>Jean S. Alota</u> Commission Expiration Date: <u>1-8-27</u></p>																							
<p>APPLICATION FOR PAYMENT - SUMMARY</p> <p>Refer to continuation sheets attached for detailed breakdown.</p> <ol style="list-style-type: none"> <li>1. ORIGINAL CONTRACT AMOUNT: <u>669,000.00</u></li> <li>2. NET CHANGES TO CONTRACT: <u>-24,463.00</u></li> <li>3. TOTAL CONTRACT AMOUNT: <u>693,463.00</u></li> <li>4. TOTAL COMPLETED AND STORED TO DATE: <u>693,463.00</u></li> <li>5. RETAINAGE:             <table border="1" style="margin-left: 20px;"> <tr> <td>a. <u>10.0</u> % of Completed Work</td> <td><u>69,346.30</u></td> </tr> <tr> <td>b. <u>10.0</u> % of Stored Material</td> <td><u>0.00</u></td> </tr> <tr> <td>Total Retainage:</td> <td><u>69,346.30</u></td> </tr> </table> </li> <li>6. TOTAL COMPLETED LESS RETAINAGE: <u>624,116.70</u></li> <li>7. LESS PREVIOUS APPLICATIONS: <u>623,216.70</u></li> <li>8. CURRENT PAYMENT DUE: <u>900.00</u></li> <li>9. BALANCE TO FINISH INCLUDING RETAINAGE: <u>69,346.30</u></li> </ol>				a. <u>10.0</u> % of Completed Work	<u>69,346.30</u>	b. <u>10.0</u> % of Stored Material	<u>0.00</u>	Total Retainage:	<u>69,346.30</u>														
a. <u>10.0</u> % of Completed Work	<u>69,346.30</u>																						
b. <u>10.0</u> % of Stored Material	<u>0.00</u>																						
Total Retainage:	<u>69,346.30</u>																						
<p>AMOUNT CERTIFIED: <u>69,346.30</u></p> <p>Provide explanation below or attach if amount certified does not match this application amount.          Initial all figures &amp; markups to agree with certified amount.</p> <p>ARCHITECT: _____ DATE: _____</p> <p>The Amount Certified is payable to the contractor listed above.</p>																							
<table border="1" style="width: 100%;"> <thead> <tr> <th colspan="2">EXTRA WORK SUMMARY</th> <th>ADDITIONS</th> <th>DELETIONS</th> </tr> </thead> <tbody> <tr> <td>Changes From Prev Applications:</td> <td><u>24,463.00</u></td> <td><u>-</u></td> <td><u>-</u></td> </tr> <tr> <td>Changes From This Application:</td> <td><u>-</u></td> <td><u>-</u></td> <td><u>-</u></td> </tr> <tr> <td>Total:</td> <td><u>24,463.00</u></td> <td><u>-</u></td> <td><u>-</u></td> </tr> <tr> <td>Net Changes:</td> <td><u>24,463.00</u></td> <td></td> <td></td> </tr> </tbody> </table>				EXTRA WORK SUMMARY		ADDITIONS	DELETIONS	Changes From Prev Applications:	<u>24,463.00</u>	<u>-</u>	<u>-</u>	Changes From This Application:	<u>-</u>	<u>-</u>	<u>-</u>	Total:	<u>24,463.00</u>	<u>-</u>	<u>-</u>	Net Changes:	<u>24,463.00</u>		
EXTRA WORK SUMMARY		ADDITIONS	DELETIONS																				
Changes From Prev Applications:	<u>24,463.00</u>	<u>-</u>	<u>-</u>																				
Changes From This Application:	<u>-</u>	<u>-</u>	<u>-</u>																				
Total:	<u>24,463.00</u>	<u>-</u>	<u>-</u>																				
Net Changes:	<u>24,463.00</u>																						

## PAYMENT APPLICATION DETAIL

APPLICATION NO:	8
FOR PERIOD ENDING:	2/28/2022

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: Generations on 1st  
NO: 2101

WORK CATEGORY	Description	COMPLETED WORK				BALANCE TO FINISH	RETAINAGE Value (10.0%)	
		Scheduled Value	Prev. App. Value	This App. Work In Place	Stored Mat.			
		C	D=Prev. (D+E)	E	F			
<b>► BASE CONTRACT SECTION</b>								
Concrete		669,000	668,000	1,000	-	669,000	100%	-
		-	-	-	-			-
<b>► EXTRA WORK SECTION 1</b>								
Winter Charges- 1-10 to 2-13- See attached	7,500	7,500	-	-	-	7,500	100%	-
Winter Charges- 2-14 to 3-20- See attached	13,133	13,133	-	-	-	13,133	100%	-
Winter Charges- 12-22 to 1-11- See attached	3,830	3,830	-	-	-	3,830	100%	-
Total Base Contract Work:	669,000	668,000	1,000	-	-	669,000	100%	-
Total Extra Work:	24,463	24,463	-	-	-	24,463	100%	-
<b>GRAND TOTAL:</b>	<b>693,463</b>	<b>692,463</b>	<b>1,000</b>	-	-	<b>693,463</b>	<b>100%</b>	-



Limoges Construction, Inc.  
25732 Cottonwood Avenue  
Sioux Falls, SD 57107

## Invoice

Date	Invoice #
5/10/2022	102899

Bill To
Generations on 1st 1405 1st avenue North Fargo, ND 58102

Vendor No.

Project	Subcontract Agreement No.	Project No.
2101-Generations on 1st		

Description	Amount
Final Retainage	69,346.30

Sales Tax (0.0%)	\$0.00
Total	\$69,346.30
Payments/Credits	\$0.00
Balance Due	\$69,346.30

**Exhibit C**  
**Limoges Construction, Inc.**

**Parkside Project  
Construction Agreement, Proposal, and Change  
Orders,  
Invoices, Payment Applications, Lien Waivers,  
and Payment Records**



**Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition**

AGREEMENT made as of the 31st day of August in the year 2020  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

Parkside Place, LLC  
1405 1<sup>st</sup> Ave. North Fargo, ND 58102

and the Contractor:

*(Name, legal status, address and other information)*

Limoges Construction, Inc  
25732 Cottonwood Ave. Sioux Falls, SD 57107

for the following Project:

*(Name, location and detailed description)*

Parkside Place  
8 2nd St NE Watertown, SD 57201

The Construction Manager:

*(Name, legal status, address and other information)*

Prevail, LLC  
100 East Kemp Ave. Suite E Watertown, SD 57201

The Architect:

*(Name, legal status, address and other information)*

TL Stroh Architects  
8 Seventh St. N Fargo, SD 58102

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

<sup>^</sup>AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

RRSB-Limoges SD Subpoena 0128 (1868610018)

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

## EXHIBIT A DETERMINATION OF THE COST OF THE WORK

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

Portion of the Work	Substantial Completion Date
Concrete Footings	10-2-2020
2 <sup>nd</sup> Floor Slab	12-31-2020
1 <sup>st</sup> Floor Slab	4-15-2020

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

~~Delays would constitute monetary consequences~~ ↗

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:  
*(Check the appropriate box.)*

- Stipulated Sum, in accordance with Section 4.2 below
- Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

*(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)*

##### § 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be Three Hundred Nineteen Thousand Dollars (\$ 319,000.00 ), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

##### § 4.2.3 Unit prices, if any:

*(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

##### § 4.2.4 Allowances included in the Stipulated Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Allowance
Cold Weather Charges	Any additional charges shall be approved in advance.
	If blankets are needed the project owner will supply what he can before additional blankets are approved.

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User Notes:

RRSB-Limoges SD Subpoena #0130<sup>b</sup>

**§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price**

§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

**§ 4.3.2 The Contractor's Fee:**

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)*

**§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:**

**§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:**

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project.

**§ 4.3.6 Unit prices, if any:**

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.

**§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price**

§ 4.4.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

**§ 4.4.2 The Contractor's Fee:**

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)*

**§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:**

**§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:**

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project.

**§ 4.4.6 Unit Prices, if any:**

*(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

**§ 4.4.7 Guaranteed Maximum Price**

**§ 4.4.7.1** The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$ ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.  
*(Insert specific provisions if the Contractor is to participate in any savings.)*

**§ 4.4.7.2** The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

**§ 4.4.7.3** Allowances included in the Guaranteed Maximum Price, if any:

*(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)*

Item	Allowance
------	-----------

**§ 4.4.7.4** Assumptions, if any, on which the Guaranteed Maximum Price is based:

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty ( 60 ) days after the Construction Manager receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum**

**§ 5.1.4.1** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.4.2** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.4.3** Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

**§ 5.1.4.4** The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety five percent ( 95 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

**§ 5.1.4.5** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price**

**§ 5.1.5.1** With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, received invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

**§ 5.1.5.2** Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

**§ 5.1.5.3** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;
- .2 Add the Contractor's Fee, less retainage of percent ( %). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of percent ( %) from that portion of the Work that the Contractor self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

**§ 5.1.5.4** The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

**§ 5.1.5.5** In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

**§ 5.1.5.6** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price**

**§ 5.1.6.1** With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

**§ 5.1.6.2** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.6.3** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

**§ 5.1.6.4** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232–2009;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Contractor's Fee, less retainage of percent ( %). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of percent ( %) from that portion of the Work that the Contractor self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

- .7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232–2009.

**§ 5.1.6.5** The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

**§ 5.1.6.6** In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

**§ 5.1.6.7** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232–2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232–2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232–2009, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 15.4 of AIA Document A232–2009.

Litigation in a court of competent jurisdiction.

[ ] Other: (Specify)

## ARTICLE 7 TERMINATION OR SUSPENSION

### § 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009.

### § 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232-2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232-2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232-2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232-2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

None %

§ 8.3 The Owner's representative:  
*(Name, address and other information)*

Jesse Craig

Limoges to supply materials, equipment, labor, forms, headers, flanges, ect. for all concrete shown on plan.  
Approximately:

walls	3/301	16" x 4'	554 LF
	12/301	8" x 4'	57 LF
	5/301	8" x 4'	61 LF
	7/3.1	elevator floor x 1'	136 SF
		walls 8" x 4'	32 LF
flg	9/301	CR 2-0 1' x 2'	26 LF
	10/301	CF 3-6 1' x 3'-6"	152 LF
wall flg.s	CF2	1' x 2'	279 LF
	CF 2.6	1' x 2'-6"	161 LF
	CF 3	1' x 3'	132 LF
	CF3.6	14" x 3'-6"	92 LF
	CF 5.6	16" x 5'-6"	107 LF
pad flgs.	F 6	6' x 6' x 1'	4
	F 6-6	6'-6" x 6'-6" x 14"	8
	F 7-6	7'-6" x 7'-6" x 16"	2
	F 8-6	8'-6" x 8'-6" x 18"	4
piers	8/301	30" R x 2'	18
		30" R x 4'	11

## INTERIOR

1st floor	x 4" sog	17245 SF
2nd floor core	topping	16230 SF
	CF 2A 1' x 2'	22 LF
stoop tops		182 SF

Section	Title	Date	Pages

### § 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

PDF: PARKVIEW CRAIG PROPERTIES CD PRICING SET 09.01.20 FLATTENED Dated September 1<sup>st</sup> 2020

Number	Title	Date

### § 9.1.6 The Addenda, if any:

Init.

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User Notes:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

- .1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .4 Other documents, if any, listed below:  
*(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

#### ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)*

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
---------------------------	--

This Agreement is entered into as of the day and year first written above.

Nate Limoges  
OWNER (Signature)

Nate Limoges, President  
(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

Init.

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User Notes:

## Additions and Deletions Report for AIA® Document A132™ – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 19:01:43 ET on 09/07/2020.

PAGE 1

AGREEMENT made as of the 31st day of August in the year 2020

...

Parkside Place, LLC  
1405 1<sup>st</sup> Ave. North Fargo, ND 58102

...

Limoges Construction, Inc  
25732 Cottonwood Ave. Sioux Falls, SD 57107

...

Parkside Place  
8 2nd St NE Watertown, SD 57201

...

Prevail, LLC  
100 East Kemp Ave. Suite E Watertown, SD 57201

...

TL Stroh Architects  
8 Seventh St. N Fargo, SD 58102

PAGE 3

Concrete Footings 10-2-2020

2<sup>nd</sup> Floor Slab 12-31-2020

1<sup>st</sup> Floor Slab 4-15-2020

...

Delays would constitute monetary consequences

...

[ X ] Stipulated Sum, in accordance with Section 4.2 below

...

§ 4.2.1 The Stipulated Sum shall be Three Hundred Nineteen Thousand Dollars (\$ 319,000.00 ), subject to additions and deletions as provided in the Contract Documents.

...

Cold Weather Charges

Any additional charges shall be approved in advance.

If blankets are needed the project owner will supply what he can before additional blankets are approved.

PAGE 5

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Construction Manager receives the Application for Payment.

PAGE 6

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);

...

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety five percent (95 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

PAGE 8

[ X ] Litigation in a court of competent jurisdiction.

PAGE 9

None %

...

Jesse Craig  
Craig Development, LLC  
1405 1<sup>st</sup> Ave. North  
Fargo, ND 58102

PAGE 10

Dan Block  
Limoges Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107  
Office: 605-543-5959  
Mobile: 605-212-4583

...

All contractors are expected to clean up after themselves, follow OSHA standards, use safe and reliable equipment, communicate, and work on a timely schedule.

No equipment will be provided by the Owner or the General of the Parkside Place project. All contractors are expected to provide their own labor and equipment (including lifts) for work performed, shipments, products, material, ect.

PAGE 11

Limoges to supply materials, equipment, labor, forms, headers, flanges, ect. for all concrete shown on plan.  
Approximately:

walls	3/301	16" x 4'	554 LF
	12/301	8" x 4'	57 LF
	5/301	8" x 4'	61 LF
	7/3.1	elevator floor x 1'	136 SF
		walls 8" x 4'	32 LF
ftg	9/301	CR 2-0 1' x 2'	26 LF
	10/301	CF 3-6 1' x 3'-6"	152 LF
wall ftg.s	CF2	1' x 2'	279 LF
	CF 2.6	1' x 2'-6"	161 LF
	CF 3	1' x 3'	132 LF
	CF3.6	14" x 3'-6"	92 LF
	CF 5.6	16" x 5'-6"	107 LF
pad ftgs.	F 6	6' x 6' x 1'	4
	F 6-6	6'-6" x 6'-6" x 14"	8
	F 7-6	7'-6" x 7'-6" x 16"	2
	F 8-6	8'-6" x 8'-6" x 18"	4
piers	8/301	30" R x 2'	18
		30" R x 4'	11

## INTERIOR

1st floor	x 4" sog	17245 SF
2nd floor	core topping	16230 SF
	CF 2A 1' x 2'	22 LF
stoop tops		182 SF

...

PDF: PARKVIEW CRAIG PROPERTIES CD PRICING SET 09.01.20 FLATTENED Dated September 1<sup>st</sup> 2020

**Certification of Document's Authenticity**

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 19:01:43 ET on 09/07/2020 under Order No. 5403286327 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

*(Signed)*

*(Title)*

*(Dated)*

Craig Development, LLC  
1405 1<sup>st</sup> Ave. North  
Fargo, ND 58102

**§ 8.4 The Contractor's representative:**  
*(Name, address and other information)*

Dan Block  
Limoges Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107  
Office: 605-543-5959  
Mobile: 605-212-4583

**§ 8.5** Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

**§ 8.6 Other provisions:**

All contractors are expected to clean up after themselves, follow OSHA standards, use safe and reliable equipment, communicate, and work on a timely schedule.

No equipment will be provided by the Owner or the General of the Parkside Place project. All contractors are expected to provide their own labor and equipment (including lifts) for work performed, shipments, products, material, ect.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

**§ 9.1.1** The Agreement is this executed AIA Document A132-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

**§ 9.1.2** The General Conditions are AIA Document A232-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

**§ 9.1.3** The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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**§ 9.1.4 The Specifications:**

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

*Additional exhibit attached - LCI proposal*

*ES*



# PROPOSAL

Ph.605.543.5959  
Fax.605.543.5940  
25732 Cottonwood Ave.

TO: JESSE CRAIG /JESSE KIIHL  
CRAIG PROPERTIES DATE: August 24, 2020  
FROM: Dan Block  
EMAIL: [danb@alliancecom.net](mailto:danb@alliancecom.net)

PROJECT: PARKVIEW MIXED USE

## PLAN REFERENCE:

This proposal is taken from prints dated 8/18/20. Any variation from these prints or this proposal may effect this proposed price.

	DESCRIPTION	UNIT	TOTAL
walls	3/301 16" x 4' 12/301 8" x 4' 5/301 8" x 4'	554 LF 57 LF 61 LF	
	7/3.1 elevator floor x 1'	136 SF	
	walls 8" x 4'	32 LF	
ftg	9/301 CR 2-0 1' x 2'	26 LF	
	10/301 CF 3-6 1' x 3'-6"	152 LF	
wall ftgs.	CF2 1' x 2'	279 LF	
	CF 2.6 1' x 2'-6"	161 LF	
	CF 3 1' x 3'	132 LF	
	CF3.6 14" x 3'-6"	92 LF	
	CF 5.6 16" x 5'-6"	107 LF	
pad ftgs.	F 6 6' x 6' x 1'	4	
	F 6-6 6'-6" x 6'-6" x 14"	8	
	F 7-6 7'-6" x 7'-6" x 16"	2	
	F 8-6 8'-6" x 8'-6" x 18"	4	
piers	8/301 30" R x 2'	18	
	30" R x 4'	11	
 <b>INTERIOR</b>			
	1st floor x 4" sog	17245 SF	
	2nd floor core topping	16230 SF	
	CF 2A 1' x 2'	22 LF	
	stoop tops	182 SF	
<b>TOTAL OF BASE BID</b>			<b>\$319,000.00</b>

**Alt. Adds DECLINED**

Add walls to footings 9,10/301 & extent piers 8/301 to 4' for winter construction	190 LF 18	\$12,000.00
--	--------------	-------------

**Alt. Adds DECLINED**

Outer Edge horizontal floor insulation 2" x 4"	554 LF	\$4,450.00
--	--------	------------

**Clarification**

As per the spec's the core topping is to be reinforced with Macro Fibers.  
It is LCI's experience that these fibers can leave unsightly mark in the rooms with no or vinyl floor covering especially at the edges and where the weight of a power trowel can not be used. LCI will do there best to make these floors look good but will not except liability for the fiber marks or exposed fibers left behind.  
LCI Highly recommends that these floors are cast with wire mesh or rebar as reinforcement.

**I. PRICE INCLUDEDS:**

Labor, Concrete, Fine Grading for Flat Work + or - 1/10',  
Floor Poly, Rebar, Sales Tax on Materials

**II. PRICE DOES NOT INCLUDE:**

Engineering, Concrete or Soil Tests, Survey, Layout,  
Snow Removal, Heat, Heat Enclosures, Cold Weather Concrete Additives,  
Covering of Concrete Due to Cold Weather, Blankets or Blanket Labor,  
Excavation or Back Fill, Fill Sand, Placement of Fill Sand, Dewatering, Water Proofing,  
Drain Tile, Wall or Floor Insulation, Bolts, Joint Dowels or  
Assemblies, Floor Treatments or Sealants, Joint Sealants, Wall Rub Finishes or  
Coatings, Surcharge for Lack of Project Access, Disposal of Concrete Wash Out,  
Shoring for Steel Decks, Dirt Banks, etc. Any Exterior Concrete Work, Curb & Gutter,  
Excise Tax,

**III. CONDITIONS of WORK:**

All excavations must be in compliance with OHSA requirements.  
Limoges Construction will not accept any other conditions.

Inside of building MUST be clear of all piles of dirt, debris, building materials, etc., so accurate measurements can be made and correct installation can be achieved.  
There must also be a minimum of 8 feet of access between the edge of the excavation and any stored soil or material for our material handling and work space.  
Limoges Construction will not accept any other conditions.

For all slab on grade floor placements, the gravel-granular fill and sub base must be able to support the weight of a fully loaded concrete truck. This includes the trucks being able to maneuver on this material with multiple truck passes on this material for the floor placement. Limoges Construction will not accept any other conditions.

IV. CONTRACTING:

If this proposal is accepted, these inclusions and exclusions need to be added verbatim to the contract offered to LCI or attach this proposal as an addendum or exhibit to the contract.

No back charges will be excepted by LCI without prior written authorization and sign off by LCI

Prices are good for 30 days from date of proposal.



---

DAN BLOCK

ESTIMATOR FOR LIMOGES CONSTRUCTION, INC.

If you accept this proposal, please sign below and return

---

8/24/2020

DATE

---

DATE



## Prime Contractor's Exemption Certification

South Dakota Department of Revenue

445 E Capitol Ave, Pierre, SD 57501

### Instructions:

- \* An exemption certificate may not be used by an owner of a project or a government entity. Improper issuance of this certificate by anyone that is not a prime contractor will incur a penalty of 10% of the tax due.
- \* A prime contractor may not issue a prime contractor's exemption certificate for a qualified utility (QU) project. On a QU project, the prime contractor and all subcontractors owe the 2% contractor's excise tax on their gross receipts.
- \* An exemption certificate may not be given for the purchase of materials, equipment, product or sales taxable service. Prime contractors must pay sales tax to the service provider on sales taxable services. Examples of sales taxable services are: engineering, architecture, surveying, gravel crushing, snow removal, drapey installation, roto-rooting, locksmith, construction management, cleaning and calibration, and installation of flooring. The installation of tile, terrazzo, and marble are subject to contractor's excise tax.

RETENTION OF THIS CERTIFICATE RELIEVES THE SUBCONTRACTOR FROM LIABILITY FOR CONTRACTOR'S EXCISE TAX  
SPECIFICALLY FOR THE PROJECT LISTED BELOW

<b>PRIME CONTRACTOR NAME</b> Parkside Place, LLC		<b>EXCISE TAX LICENSE NUMBER</b> 1035-2448-ET	
STREET ADDRESS 1405 1st avenue north	CITY fargo	STATE North	ZIP CODE 58102
<b>CONTRACTOR EMAIL ADDRESS</b> jcraig@craigprop.com			
<b>SUBCONTRACTOR NAME</b> Limoges Construction, Inc.		<b>EXCISE TAX LICENSE NUMBER</b>	
STREET ADDRESS 25732 Cottonwood Ave	CITY Sioux Falls	STATE SD	ZIP CODE 57104
<b>SUBCONTRACTOR EMAIL ADDRESS</b>			
<b>PROJECT DESCRIPTION</b> 36 plex multi family apartment			
<b>PROJECT LOCATION</b> 8 2nd St N, Watertown, SD			
<b>PRIME CONTRACTOR'S SIGNATURE</b> 	<b>DATE</b> 1-6-21		



# PROPOSAL

Ph.605.543.5959  
Fax.605.543.5940  
25732 Cottonwood Ave.

TO: JESSE CRAIG /JESSE KIIHL  
CRAIG PROPERTIES DATE: August 24, 2020  
FROM: Dan Block  
EMAIL: [danb@alliancecom.net](mailto:danb@alliancecom.net)

PROJECT: PARKVIEW MIXED USE

## PLAN REFERENCE:

This proposal is taken from prints dated 8/18/20. Any variation from these prints or this proposal may effect this proposed price.

	DESCRIPTION	UNIT	TOTAL
walls	3/301 16" x 4' 12/301 8" x 4' 5/301 8" x 4'	554 LF 57 LF 61 LF	
	7/3.1 elevator floor x 1' walls 8" x 4'	136 SF 32 LF	
flg	9/301 CR 2-0 1' x 2' 10/301 CF 3-6 1' x 3'-6"	26 LF 152 LF	
wall flgs.	CF2 1' x 2' CF 2.6 1' x 2'-6" CF 3 1' x 3' CF3.6 14" x 3'-6" CF 5.6 16" x 5'-6"	279 LF 161 LF 132 LF 92 LF 107 LF	
pad flgs.	F 6 6' x 6' x 1' F 6-6 6'-6" x 6'-6" x 14" F 7-6 7'-6" x 7'-6" x 16" F 8-6 8'-6" x 8'-6" x 18"	4 8 2 4	
piers	8/301 30" R x 2' 30" R x 4'	18 11	
<b>INTERIOR</b>			
	1st floor x 4" sog 2nd floor core topping CF 2A 1' x 2' sloop tops	17245 SF 16230 SF 22 LF 182 SF	
<b>TOTAL OF BASE BID</b>			\$319,000.00

**Alt. Adds**

Add walls to footings 9/10/301 & extent piers 8/301 to 4' for winter construction	190 LF 18	\$12,000.00
Outer Edge horizontal floor insulation 2" x 4"	554 LF	\$4,450.00

**Clarification**

As per the spec's the core topping is to be reinforced with Macro Fibers. It is LCI's experience that these fibers can leave unsightly mark in the rooms with no or vinyl floor covering especially at the edges and where the weight of a power trowel can not be used. LCI will do there best to make these floors look good but will not except liability for the fiber marks or exposed fibers left behind. LCI Highly recommends that these floors are cast with wire mesh or rebar as reinforcement.

**I. PRICE INCLUDEDS:**

Labor, Concrete, Fine Grading for Flat Work + or - 1/10',  
Floor Poly, Rebar, Sales Tax on Materials

**II. PRICE DOES NOT INCLUDE:**

Engineering, Concrete or Soil Tests, Survey, Layout,  
Snow Removal, Heat, Heat Enclosures, Cold Weather Concrete Additives,  
Covering of Concrete Due to Cold Weather, Blankets or Blanket Labor,  
Excavation or Back Fill, Fill Sand, Placement of Fill Sand, Dewatering, Water Proofing,  
Drain Tile, Wall or Floor Insulation, Bolts, Joint Dowels or  
Assemblies, Floor Treatments or Sealants, Joint Sealants, Wall Rub Finishes or  
Coatings, Surcharge for Lack of Project Access, Disposal of Concrete Wash Out,  
Shoring for Steel Decks, Dirt Banks, etc. Any Exterior Concrete Work, Curb & Gutter,  
Excise Tax,

**III. CONDITIONS of WORK:**

All excavations must be in compliance with OHSA requirements.  
Limoges Construction will not accept any other conditions.

Inside of building MUST be clear of all piles of dirt, debris,  
building materials, etc., so accurate measurements  
can be made and correct installation can be achieved.  
There must also be a minimum of 8 feet of access between the  
edge of the excavation and any stored soil or material  
for our material handling and work space.  
Limoges Construction will not accept any other conditions.

For all slab on grade floor placements, the gravel-granular fill and sub base must be able to support the weight of a fully loaded concrete truck. This includes the trucks being able to maneuver on this material with multiple truck passes on this material for the floor placement. Limoges Construction will not accept any other conditions.

IV. CONTRACTING:

If this proposal is accepted, these inclusions and exclusions need to be added verbatim to the contract offered to LCI or attach this proposal as an addendum or exhibit to the contract.

No back charges will be excepted by LCI without prior written authorization and sign off by LCI

Prices are good for 30 days from date of proposal.



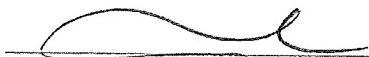
DAN BLOCK

ESTIMATOR FOR LIMOGES CONSTRUCTION, INC.

If you accept this proposal, please sign below and return

8/28/20

DATE



8/28/20

DATE



Limoges Construction, Inc.

Sioux Falls, SD 57107

# Invoice

Date	Invoice #
10/23/2020	7735

Bill To

Vendor No.

Project	Subcontract Agreement No.	Project No.
2034-Parkside Place Apartments		

Description	Amount
Progress Billing	160,000.00
Change Order #1	3,725.00
Less 10% Retainage	-16,372.50

	Sales Tax (0.0%)	\$0.00
	Total	\$147,352.50
	Payments/Credits	\$0.00
	Balance Due	\$147,352.50

APPLICATION FOR PAYMENT		PROJECT:	APPLICATION NUMBER:
<b>OWNER:</b>	Craig Properties/Parkside Place LLC	Parkside Place	1
<b>CONTRACTOR:</b>	Limoges Construction, Inc 25732 Cottonwood Ave Sioux Falls, SD 57107	CONTRACT WORK:	Cast-in-Place Concrete
<b>ARCHITECT:</b>		PROJECT NUMBER:	
<b>WORK CATEGORY NO:</b>	3300	DATE:	<u>10/23/2020</u>
<b>APPLICATION FOR PAYMENT - SUMMARY</b>			
Refer to continuation sheets attached for detailed breakdown.			
1. ORIGINAL CONTRACT AMOUNT:	319,000.00	2. NET CHANGES TO CONTRACT:	3,725.00
3. TOTAL CONTRACT AMOUNT:	322,725.00	4. TOTAL COMPLETED AND STORED TO DATE:	163,725.00
5. RETAINAGE:	16,372.50	6. TOTAL COMPLETED LESS RETAINAGE:	147,352.50
a. <u>10.0</u> % of Completed Work	<u>0.00</u>	7. LESS PREVIOUS APPLICATIONS:	-
b. <u>10.0</u> % of Stored Material	<u>16,372.50</u>	8. CURRENT PAYMENT DUE:	<input type="text" value="147,352.50"/>
Total Retainage:		9. BALANCE TO FINISH INCLUDING RETAINAGE:	175,372.50
<b>EXTRA WORK SUMMARY</b>			
Changes From Prev Applications:	<input type="text" value="-"/>	ADDITIONS	DELETIONS
Changes From This Application:	<input type="text" value="3,725.00"/>	<input type="text" value="-"/>	<input type="text" value="-"/>
Total:	<input type="text" value="3,725.00"/>	<input type="text" value="-"/>	<input type="text" value="-"/>
Net Changes:	<input type="text" value="3,725.00"/>	<input type="text" value="-"/>	<input type="text" value="-"/>
<b>DISTRIBUTION:</b>			
CONTRACTOR	▼	ARCHITECT	▼
File	▼		
The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.			
CONTRACTOR:	<u>John J. Limoges</u>	State:	<u>SD</u> Country: <u>Minnesota</u>
Subscribed & sworn to before me this <u>23</u> day of <u>Oct</u> <u>2020</u>	Notary Public Name: <u>John J. Limoges</u>	Commission Expiration Date:	<u>1-8-21</u>
<b>CONTRACTOR'S CERTIFICATION:</b>			
The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.			
<b>ARCHITECT'S CERTIFICATION:</b>			
The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below.			
<b>AMOUNT CERTIFIED:</b>			
Provide explanation below or attach if amount certified does not match this application amount. Initial all figures & markups to agree with certified amount.			
ARCHITECT:	<input type="text" value="The Amount Certified is payable to the contractor listed above."/>		
DATE:	<input type="text" value="_____"/>		

PAYMENT APPLICATION DETAIL

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

WORK CATEGORY

Item No.	Description	SCHEDULED WORK		COMPLETED WORK		BALANCE TO FINISH	RETAINAGE Value (10.0%)
		Prev. App. Value	This App. Work In Place	Stored Mat. F	Total Value %		
A	B	C D=Prev. (D+E)	E	F	G=D+E+F L=G/C H=C-G I		
<b>► BASE CONTRACT SECTION</b>							
Foundation	160,000	-	160,000	-	160,000 100%	-	16,000
Floors	159,000	-	-	-	- 0%	159,000	-
	-						-
<b>► EXTRA WORK SECTION 1</b>							
CO #1 Wall Height Increase	3,725	-	3,725	-	3,725 100%	-	373
Total Base Contract Work:	319,000	-	160,000	-	160,000 50%	159,000	16,000
Total Extra Work:	3,725	-	3,725	-	3,725 100%	-	373
<b>GRAND TOTAL:</b>	<b>322,725</b>	<b>-</b>	<b>163,725</b>	<b>-</b>	<b>163,725 51%</b>	<b>159,000</b>	<b>16,373</b>

Created using Paymete for Excel. Download for free at: [www.Paymete.com](http://www.Paymete.com) for more information.

PROJECT: Parkside Place  
NO: 2034

WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title -  
Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 15 and 16 in Block 2 of the Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

Dated this 23<sup>rd</sup> day of November, 2020.

AMOUNT: \$ 147,352.50

Limoges Construction, Inc.

25732 Cottonwood Ave.

Sioux Falls, SD 57107

FULL \_\_\_\_\_

PARTIAL X

*Nate Limoges*  
By: Nate Limoges  
Its: 25732 Cottonwood Ave  
Address: Sioux Falls, SD 57107  
Phone Number: (605) 543-5757

PLEASE SIGN AND RETURN TO:

Craig Development  
1405 1st Ave N  
Fargo, ND 58102

*Original  
Received 11-23-20*

DATE:10/27/20 CK#:36922 TOTAL:\$147,352.50\* BANK:1120 - Craig Properties, LLC  
PAYEE:LIMOGES CONSTRUCTION(limoges)

Property	Account	Invoice	Description	Amount
0824	6200			147,352.50
				147,352.50



Limoges Construction, Inc.

Sioux Falls, SD 57107

# Invoice

Date	Invoice #
12/23/2020	7782

Bill To

Vendor No.

Project	Subcontract Agreement No.	Project No.
2034-Parkside Place Apartments		

Description	Amount
Winter Charges Less 10%	2,922.00 -292.20

	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$2,629.80
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$2,629.80

## APPLICATION FOR PAYMENT

**OWNER:** Craig Properties/Parkside Place LLC    **PROJECT:** Parkside Place  
**CONTRACTOR:** Limoges Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107

**ARCHITECT:**

Limos Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

### 1. ORIGINAL CONTRACT AMOUNT:

319,000.00

### 2. NET CHANGES TO CONTRACT:

6,647.00

### 3. TOTAL CONTRACT AMOUNT:

325,647.00

### 4. TOTAL COMPLETED AND STORED TO DATE:

166,647.00

### 5. RETAINAGE:

16,664.70

### a. 10.0 % of Completed Work

b. 10.0 % of Stored Material

Total Retainage:

### 6. TOTAL COMPLETED LESS RETAINAGE:

149,982.30

### 7. LESS PREVIOUS APPLICATIONS:

147,352.50

### 8. CURRENT PAYMENT DUE:

2,629.80

### 9. BALANCE TO FINISH INCLUDING RETAINAGE:

175,664.70

### EXTRA WORK SUMMARY

	ADDITIONS	DELETIONS
Changes From Prev Applications:	3,725.00	-
Changes From This Application:	2,922.00	-
Total:	6,647.00	-
Net Changes:	6,647.00	

### AMOUNT CERTIFIED:

Provide explanation below or attached if amount certified does not match this application amount.  
Initial all figures & markups to agree with certified amount.

ARCHITECT:

DATE: \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents; that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: John S. Johnson

DATE: 12/23/2020

Created with Paymee, www.Paymee.com

Created using Paymee for Excel, www.Paymee.com

## PAYMENT APPLICATION DETAIL

APPLICATION NO:	2
FOR PERIOD ENDING:	12/31/2020

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: Parkside Place  
NO: 2034

WORK CATEGORY		SCHEDULED		PREV. APP.		COMPLETED WORK		BALANCE TO FINISH		RETAINAGE	
ITEM NO.	Description	Scheduled Value	Value	Work In Place	This App.	Stored Mat.	Total	Value	%	Value (10.0%)	
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	H=G/C	I=L/G/C	J=H-C-G	K=-	
<b>► BASE CONTRACT SECTION</b>											
Foundation		160,000	160,000	-	-	-	160,000	100%	-	16,000	-
Floors		159,000	-	-	-	-	-	0%	159,000	-	-
		-	-	-	-	-	-	-	-	-	-
<b>► EXTRA WORK SECTION 1</b>											
CO #1 Wall Height Increase	3,725	3,725	-	-	-	-	3,725	100%	-	373	-
Winter Charges- 12-16 & 12-17- see attached	2,922	-	2,922	-	-	-	2,922	100%	-	292	-
<b>Total Base Contract Work:</b>	319,000	160,000	-	-	-	-	160,000	50%	159,000	16,000	-
<b>Total Extra Work:</b>	6,647	3,725	2,922	-	-	-	6,647	100%	-	665	-
<b>GRAND TOTAL:</b>	325,647	163,725	2,922	-	-	-	166,647	51%	159,000	16,665	-

Created using Paymete for Excel. Download for free at [www.Paymete.com](http://www.Paymete.com)

## Winter Concrete Charges

**Job Name:** Parkside

**Date Range:** 12/16/2020 to 12/17/2020

	Previous Billings	Current Billing
Cold Weather Additives	\$0.00	\$2,250.00
Blanket Rent	\$0.00	\$0.00
Blanket Labor	\$0.00	\$672.00
Snow Removal Labor	\$0.00	\$0.00
Ground Heater Rental	\$0.00	\$0.00
Ground Heater Fuel	\$0.00	\$0.00
Price Adjust		
<b>TOTAL-</b>	<b>\$0.00</b>	<b>\$2,922.00</b>

## Cold Weather Additives

## Blanket Labor

Date	# of workers	Total Manhours	Labor Rate	Total
				\$0.00
12/16/2020	4	4	\$42.00	\$168.00
12/17/2020	8	12	\$42.00	\$504.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$40.00	\$0.00
				\$0.00
				\$672.00

WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title -

Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 15 and 16 in Block 2 of the Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

8 2nd Street Northeast, Watertown, SD 57201

Dated this 18<sup>th</sup> day of March, 2021.

AMOUNT: \$ 2,629.80

Limoges Construction, Inc.  
25732 Cottonwood Ave.  
Sioux Falls, SD 57107

FULL \_\_\_\_\_

PARTIAL X

By: Nate Limoges  
Its: President &  
Address: 25732 20th Avenue NE  
Sioux Falls, SD 57107  
Phone Number: (605) 542-5257

PLEASE SIGN AND RETURN TO:

Craig Development, LLC  
1405 1st Avenue North  
Fargo, ND 58102

Original  
Mailed 8/23/21  
RRSB-Limoges SD Subpoena 0162

DATE:03/16/21 CK#:37685 TOTAL:\$61,129.80\*\* BANK:1120 - Craig Properties, LLC  
PAYEE:LIMOGES CONSTRUCTION (Limoges)

Property	Account	Description	Amount
		Invoice	
0824	8100		2,629.80
0824	6200		58,500.00
			61,129.80



Limoges Construction, Inc.  
Sioux Falls, SD 57107

## Invoice

Date	Invoice #
1/25/2021	7801

Bill To

Vendor No.

Project	Subcontract Agreement No.	Project No.
2034-Parkside Place Apartments		
Description	Amount	
Progress Billing Less 10%		65,000.00 -6,500.00
	Sales Tax (0.0%)	\$0.00
	Total	\$58,500.00
	Payments/Credits	\$0.00
	Balance Due	\$58,500.00

## APPLICATION FOR PAYMENT

**OWNER:** Craig Properties/Parkside Place LLC    **PROJECT:** Parkside Place

**APPLICATION NUMBER:** 3

**PERIOD TO:** 1/31/2021

**DISTRIBUTION:**

CONTRACTOR ▶

ARCHITECT ▶

File ▶

### PROJECT NUMBER:

**CONTRACTOR:**  
Limoges Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107

### ARCHITECT:

**CONTRACT WORK:** Cast-in-Place Concrete

**WORK CATEGORY NO:** 3300

Created with Paymee. www.Paymee.com

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheet attached for detailed breakdown.

### 1. ORIGINAL CONTRACT AMOUNT:

319,000.00

### 2. NET CHANGES TO CONTRACT:

6,647.00

### 3. TOTAL CONTRACT AMOUNT:

325,647.00

### 4. TOTAL COMPLETED AND STORED TO DATE:

231,647.00

### 5. RETAINAGE:

23,164.70

### 6. TOTAL COMPLETED LESS RETAINAGE:

208,482.30

### 7. LESS PREVIOUS APPLICATIONS:

149,982.30

### 8. CURRENT PAYMENT DUE:

58,500.00

### 9. BALANCE TO FINISH INCLUDING RETAINAGE:

117,164.70

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	6,647.00	-
Changes From This Application:	-	-
Total:	6,647.00	-
Net Changes:	6,647.00	

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

**CONTRACTOR:** J. J. Limoges

**DATE:** 1/25/2021

State: SD County: M. macheha

Subscribed & sworn to before me

this

25 th day of

January

2021

Notary Public Name: J. J. Limoges

Commission Expiration Date: 1-28-27

## ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

### AMOUNT CERTIFIED:

Provide explanation below or attach if amount certified does not match this application amount.  
Initial all figures & markups to agree with certified amount.

**ARCHITECT:**

**DATE:** \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.

Created using Paymee for Excel. www.Paymee.com

**PAYMENT APPLICATION DETAIL**

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-In-Place Concrete

PROJECT: Parkside Place  
No: 2034

APPLICATION NO:	3
FOR PERIOD ENDING:	1/31/2021

WORK CATEGORY		COMPLETED WORK			BALANCE TO FINISH		RETAINAGE
Item No.	Description	Scheduled Value	This App. Value	Work In Place	Stored Mat.	Total	Value (10.0%)
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	H=G/C
<b>► BASE CONTRACT SECTION</b>							
Foundation	160,000	160,000	-	-	-	160,000	100%
Floors	159,000	-	65,000	-	-	65,000	41%
	-	-	-	-	-	-	-
<b>► EXTRA WORK SECTION 1</b>							
CO #1 Wall Height Increase	3,725	3,725	-	-	-	3,725	100%
Winter Charges- 12-16 & 12-17- see attached	2,922	2,922	-	-	-	2,922	100%
<b>Total Base Contract Work:</b>	<b>319,000</b>	<b>160,000</b>	<b>65,000</b>			<b>225,000</b>	<b>71%</b>
<b>Total Extra Work:</b>	<b>6,647</b>	<b>6,647</b>				<b>6,647</b>	<b>100%</b>
<b>GRAND TOTAL:</b>	<b>325,647</b>	<b>166,647</b>	<b>65,000</b>			<b>231,647</b>	<b>71%</b>

Created Using Paymete for Excel! Download for free at: www.Paymete.com

WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title -

Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 15 and 16 in Block 2 of the Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

8 2nd Street Northeast, Watertown, SD 57201

Dated this 18<sup>th</sup> day of March, 2021.

AMOUNT: \$ 58,500.00

Limoges Construction, Inc.  
Paid to: 25732 Cottonwood Ave,  
Sioux Falls, SD 57107

FULL \_\_\_\_\_

PARTIAL X

By: Nate Limoges  
Its: President  
Address: 25732 Cottonwood Ave  
Sioux Falls, SD 57107  
Phone Number: (605) 543-5359

PLEASE SIGN AND RETURN TO:

Craig Development, LLC  
1405 1st Avenue North  
Fargo, ND 58102

RRSB-Limoges SD Subpoena 0167

Original  
Mailed 3-23-21



## LIMOGES CONSTRUCTION, INC.

Sioux Falls, SD 57107

## Invoice

Date	Invoice #
4/26/2021	7845

Bill To

Vendor No.

APPLICATION FOR PAYMENT		PROJECT:	APPLICATION NUMBER: 4															
OWNER:	Craig Properties/Parkside Place LLC	PARKSIDE PLACE																
CONTRACTOR:	Limoges Construction, Inc 25732 Cottonwood Ave Sioux Falls, SD 57107	ARCHITECT:																
PERIOD TO:	4/30/2021	PROJECT NUMBER:																
<b>APPLICATION FOR PAYMENT - SUMMARY</b> Refer to continuation sheets attached for detailed breakdown.																		
<b>CONTRACTOR'S CERTIFICATION:</b>																		
The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. <b>CONTRACTOR:</b> <u>John Minchak</u> <span style="float: right;">DATE: <u>4/26/2021</u></span>																		
<b>ORIGINAL CONTRACT AMOUNT:</b> <u>319,000.00</u> <b>NET CHANGES TO CONTRACT:</b> <u>6,647.00</u> <b>TOTAL CONTRACT AMOUNT:</b> <u>325,647.00</u> <b>TOTAL COMPLETED AND STORED TO DATE:</b> <u>241,647.00</u> <b>RETAINAGE:</b> <u>24,164.70</u> a. <u>10.0 %</u> of Completed Work <u>0.00</u> b. <u>10.0 %</u> of Stored Material <u>24,164.70</u> Total Retainage: <u>24,164.70</u> <b>TOTAL COMPLETED LESS RETAINAGE:</b> <u>217,482.30</u> <b>LESS PREVIOUS APPLICATIONS:</b> <u>208,482.30</u> <b>CURRENT PAYMENT DUE:</b> <u>9,000.00</u> <b>BALANCE TO FINISH INCLUDING RETAINAGE:</b> <u>108,164.70</u>																		
<b>AMOUNT CERTIFIED:</b> <u>108,164.70</u> Provide explanation below or attach if amount certified does not match this application amount. Initial all figures & markups to agree with certified amount. <b>ARCHITECT:</b> _____ <b>DATE:</b> _____																		
<b>EXTRA WORK SUMMARY</b> <table border="1"> <thead> <tr> <th></th> <th>ADDITIONS</th> <th>DELETIONS</th> </tr> </thead> <tbody> <tr> <td>Changes From Prev Applications:</td> <td><u>6,647.00</u></td> <td><u>-</u></td> </tr> <tr> <td>Changes From This Application:</td> <td><u>-</u></td> <td><u>-</u></td> </tr> <tr> <td>Total:</td> <td><u>6,647.00</u></td> <td><u>-</u></td> </tr> <tr> <td>Net Changes:</td> <td><u>6,647.00</u></td> <td></td> </tr> </tbody> </table>					ADDITIONS	DELETIONS	Changes From Prev Applications:	<u>6,647.00</u>	<u>-</u>	Changes From This Application:	<u>-</u>	<u>-</u>	Total:	<u>6,647.00</u>	<u>-</u>	Net Changes:	<u>6,647.00</u>	
	ADDITIONS	DELETIONS																
Changes From Prev Applications:	<u>6,647.00</u>	<u>-</u>																
Changes From This Application:	<u>-</u>	<u>-</u>																
Total:	<u>6,647.00</u>	<u>-</u>																
Net Changes:	<u>6,647.00</u>																	

## PAYMENT APPLICATION DETAIL

APPLICATION NO: 4

FOR PERIOD ENDING: 4/30/2021

FROM: Limoges Construction, Inc  
 WORK: 3300 - Cast-in-Place Concrete

PROJECT: Parkside Place  
 NO: 2034

WORK CATEGORY		COMPLETED WORK						BALANCE TO FINISH		RETAINAGE	
Item No.	Description	Scheduled Value	Prev. App. Value	This App. Work in Place	Stored Mat.	Total	Value %	%	G=	H=G/C	I
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	L=G/C				
<b>► BASE CONTRACT SECTION</b>											
Foundation		160,000	160,000	-	-	160,000	100%	-			16,000
Floors		159,000	65,000	10,000	-	75,000	47%	84,000			7,500
		-	-	-	-	-	-	-			-
<b>► EXTRA WORK SECTION 1</b>											
CO #1 Wall Height Increase	3,725	3,725	-	-	-	3,725	100%	-			373
Winter Charges- 12-16 & 12-17- see attached	2,922	2,922	-	-	-	2,922	100%	-			292
<b>Total Base Contract Work:</b>	319,000	225,000	10,000	-	235,000	74%	84,000		23,500		
<b>Total Extra Work:</b>	6,647	6,647	-	-	6,647	100%	-		665		
<b>GRAND TOTAL:</b>	325,647	231,647	10,000	-	241,647	74%	84,000		24,165		

Created using Paymette for Excel. Download for free at [www.Paymette.com](http://www.Paymette.com)

DATE:05/26/21 CK#:38020 TOTAL:\$9,000.00\*\*\* BANK:1120 - Craig Properties, LLC  
PAYEE:LIMOGES CONSTRUCTION(limoges)

Property	Account	Invoice	Description	Amount
	0824 6200			9,000.00
				9,000.00

WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title -  
Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 15 and 16 in Block 2 of the Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

8 2nd Street Northeast, Watertown, SD 57201

Dated this 18<sup>th</sup> day of June, 2021, 2021. Limoges Construction, Inc.  
25732 Cottonwood Ave.  
Sioux Falls, SD 57107  
AMOUNT: \$ 9,000.00 Paid to: \_\_\_\_\_

FULL \_\_\_\_\_  
PARTIAL X

By: Note Limoges  
Its: President  
Address: 25732 Cottonwood Ave  
Sioux Falls, SD 57107  
Phone Number: (605) 543-5959

PLEASE SIGN AND RETURN TO:

Craig Development, LLC  
1405 1st Avenue North  
Fargo, ND 58102

RRSB-Limoges SD Subpoena 0172

Original  
Filed 6/3/2021



Limoges Construction, Inc.

25732 Cottonwood Avenue  
Sioux Falls, SD 57107

# Invoice

Date	Invoice #
6/25/2021	7897

Bill To

Vendor No.

Project	Subcontract Agreement No.	Project No.
2034-Parkside Place Apartments		

Description	Amount
Progress Billing	84,000.00
CO#2 Stairwell Floor deduct	-3,932.00
Less 10%	-8,006.80

	Sales Tax (0.0%)	\$0.00
	Total	\$72,061.20
	Payments/Credits	\$0.00
	Balance Due	\$72,061.20

## APPLICATION FOR PAYMENT

### OWNER:

Craig Properties/Parkside Place LLC

### PROJECT:

Parkside Place

### APPLICATION NUMBER: 5

PERIOD TO: 6/30/2021

### CONTRACTOR:

Limoges Construction, Inc  
25732 Cottonwood Ave  
Sioux Falls, SD 57107

### ARCHITECT:

CONTRACT WORK: Cast-in-Place Concrete

### PROJECT NUMBER:

WORK CATEGORY NO: 3300

## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

### 1. ORIGINAL CONTRACT AMOUNT:

319,000.00

### 2. NET CHANGES TO CONTRACT:

2,715.00

### 3. TOTAL CONTRACT AMOUNT:

321,715.00

### 4. TOTAL COMPLETED AND STORED TO DATE:

321,715.00

### 5. RETAINAGE:

32,171.50

### 6. TOTAL COMPLETED LESS RETAINAGE:

289,543.50

### 7. LESS PREVIOUS APPLICATIONS:

217,482.30

### 8. CURRENT PAYMENT DUE:

72,061.20

### 9. BALANCE TO FINISH INCLUDING RETAINAGE:

32,171.50

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: John C. Scott

DATE: 4/25/2021

State: SD County: Mitchel

Subscribed & sworn to before me

this 25<sup>th</sup> day of June

Notary Public Name: John C. Scott

Commission Expiration Date: 1-30-27

## ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progress of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

### AMOUNT CERTIFIED:

Provide explanation below or attach if amount certified does not match this application amount.  
Initial all figures & markups to agree with certified amount.

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	6,647.00	-
Changes From This Application:	-	3,932.00
Total:	6,647.00	3,932.00
Net Changes:	2,715.00	

## PAYMENT APPLICATION DETAIL

APPLICATION NO:

FOR PERIOD ENDING: 6/30/2021

FROM: Limoges Construction, Inc  
WORK: 3300 - Cast-in-Place ConcretePROJECT: Parkside Place  
NO: 2034

WORK CATEGORY		COMPLETED WORK			BALANCE TO FINISH			RETAINAGE		
Item No.	Description	Scheduled Value	Prev. App. Value	This App. Work in Place	Stored Mat.	Total Value	%	G=D+E+F	H=C-G	I
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	L=G/C	H=C-G	I	
<b>► BASE CONTRACT SECTION</b>										
Foundation		160,000	160,000	-	-	160,000	100%	-	-	16,000
Floors		159,000	75,000	84,000	-	159,000	100%	-	-	15,900
		-	-	-	-	-	-	-	-	-
<b>► EXTRA WORK SECTION 1</b>										
CO #1 Wall Height Increase		3,725	3,725	-	-	3,725	100%	-	-	373
Winter Charges- 12-16 & 12-17- see attached		2,922	2,922	-	-	2,922	100%	-	-	292
CO #2 Stairwell Floors	(3,932)	-	(3,932)	-	(3,932)	-	(3,932)	100%	-	(393)
Total Base Contract Work:	319,000	235,000	84,000	-	319,000	100%	-	-	31,900	
Total Extra Work:	2,715	6,647	(3,932)	-	2,715	100%	-	-	272	
<b>GRAND TOTAL:</b>	<b>321,715</b>	<b>241,647</b>	<b>80,068</b>	-	<b>321,715</b>	<b>100%</b>	-	-	<b>32,172</b>	

WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title -

Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 15 and 16 in Block 2 of the Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

8 2nd Street Northeast, Watertown, SD 57201

Dated this 2<sup>nd</sup> day of September, 2021.

AMOUNT: \$ 72,061.20

Paid to: Limoges Construction Inc.

FULL \_\_\_\_\_

PARTIAL X

By: Nate Limoges  
Its: President  
Address: Limoges Construction, Inc.  
25732 Cottonwood Ave.  
Phone Number: Sioux Falls, SD 57107  
(605) 543-5559

PLEASE SIGN AND RETURN TO:

Craig Development, LLC  
1405 1st Avenue North  
Fargo, ND 58102

RRSB-Limoges SD Subpoena 0176

Original  
mailed 9-2-21

DATE:07/21/21 CK#:38371 TOTAL:\$72,061.20\*\* BANK:1120 - Craig Properties, LLC  
PAYEE:LIMOGES CONSTRUCTION(limoges)

Property Account	Invoice	Description	Amount
0824 6200			72,061.20
			<hr/> 72,061.20



Limoges Construction, Inc.  
25732 Cottonwood Avenue  
Sioux Falls, SD 57107

## Invoice

Date	Invoice #
11/22/2021	7994

Bill To
Craig Properties

Vendor No.

Project	Subcontract Agreement No.	Project No.
2034-Parkside Place Apartments		
Description	Amount	
Final Retainage	\$32,171.50	
	Sales Tax (0.0%)	\$0.00
	Total	\$32,171.50
	Payments/Credits	\$0.00
	Balance Due	\$32,171.50

DATE:12/07/21 CK#:39132 TOTAL:\$32,171.50\*\* BANK:Craig Properties, LLC(1120)  
PAYEE:LIMOGES CONSTRUCTION

Property Address	Invoice - Date	Description	Amount
Craig Properties	12/07/2021		32,171.50
			32,171.50

WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title  
Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 1 of Generations on 1st Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

26 1st Ave SW, Watertown, SD 57201

Dated this 13<sup>th</sup> day of December, 2021

AMOUNT: \$ 32,171.50

Limoges Construction, Inc.  
25732 Cottonwood Ave.  
Sioux Falls, SD 57107

FULL \_\_\_\_\_

PARTIAL X

By: Note Limoges  
Its: President  
Address: \_\_\_\_\_

Phone Number: (605) 543-2739

PLEASE SIGN AND RETURN TO:

Craig Development  
1405 1st Ave N  
Fargo, ND 58102

RRSB-Limoges SD Subpoena No 180

Original  
Dated 10/16/21



## C/O PROPOSAL # 2

Ph.605.543.5959  
Fax.605.543.5940  
25732 Cottonwood Ave.

TO: JESSE KIIHL  
PREVAIL LLC. DATE: December 21, 2020  
FROM: Dan Block  
EMAIL: [danb@alliancecom.net](mailto:danb@alliancecom.net)

PROJECT: PARKVIEW MIXED USE

### PLAN REFERENCE:

This proposal is taken from prints dated 8/18/20 and a conversation with Jesse Kiihl. Any variation from these prints or this proposal may effect this proposed price.

DESCRIPTION	UNIT	TOTAL
DEDUCT stair well floors x 4"	749 SF	
<b>TOTAL OF CHANGE ORDER # 2</b>		<b>-\$3,932.00</b>

### Clarifications

As per our conversation with Jesse Kiihl

#### I PRICE INCLUDEDS:

Labor, Concrete, Fine Grading for Flat Work + or - 1/10',  
Floor Poly, Rebar, Sales Tax on Materials

#### II PRICE DOES NOT INCLUDE:

Engineering, Concrete or Soil Tests, Survey, Layout,  
Snow Removal, Heat, Heat Enclosures, Cold Weather Concrete Additives,  
Covering of Concrete Due to Cold Weather, Blankets or Blanket Labor,  
Excavation or Back Fill, Fill Sand, Placement of Fill Sand, Dewatering, Water Proofing,  
Drain Tile, Wall or Floor Insulation, Bolts, Joint Dowels or  
Assemblies, Floor Treatments or Sealants, Joint Sealants, Wall Rub Finishes or  
Coatings, Surcharge for Lack of Project Access, Disposal of Concrete Wash Out,  
Shoring for Steel Decks, Dirt Banks, etc. Any Exterior Concrete Work, Curb & Gutter,  
Excise Tax,

#### III. CONDITIONS of WORK:

All excavations must be in compliance with OHSA requirements.  
Limoges Construction will not accept any other conditions.

Inside of building MUST be clear of all piles of dirt, debris, building materials, etc., so accurate measurements can be made and correct installation can be achieved. There must also be a minimum of 8 feet of access between the edge of the excavation and any stored soil or material for our material handling and work space. Limoges Construction will not accept any other conditions.

For all slab on grade floor placements, the gravel-granular fill and sub base must be able to support the weight of a fully loaded concrete truck. This includes the trucks being able to maneuver on this material with multiple truck passes on this material for the floor placement. Limoges Construction will not accept any other conditions.

IV. CONTRACTING:

If this proposal is accepted, these inclusions and exclusions need to be added verbatim to the contract offered to LCI or attach this proposal as an addendum or exhibit to the contract.

No back charges will be excepted by LCI without prior written authorization and sign off by LCI

Prices are good for 30 days from date of proposal.



DAN BLOCK

ESTIMATOR FOR LIMOGES CONSTRUCTION, INC.

If you accept this proposal, please sign below and return

12/21/2020

DATE

  
JESSE KIIHL  
PREVAIL LLC.

12/21/2020

DATE



## C/O PROPOSAL # 1

Ph.605.543.5959  
Fax.605.543.5940  
25732 Cottonwood Ave.

TO: JESSE KIIHL  
PREVAIL LLC. DATE: October 2, 2020  
FROM: Dan Block  
EMAIL: [danb@alliancecom.net](mailto:danb@alliancecom.net)

PROJECT: PARKVIEW MIXED USE

### PLAN REFERENCE:

This proposal is taken from prints dated 8/18/20 and a conversation with Jesse Kiihl. Any variation from these prints or this proposal may effect this proposed price.

DESCRIPTION	UNIT	TOTAL
change back wall from 4' to 5' tall	162 LF	
<b>TOTAL OF CHANGE ORDER # 1</b>		<b>\$3,725.00</b>

### Clarifications

As per our conversation with Jesse Kiihl there is to be No brick ledge installed on this foundation.

#### I. PRICE INCLUDEDS:

Labor, Concrete, Fine Grading for Flat Work + or - 1/10',  
Floor Poly, Rebar, Sales Tax on Materials

#### II. PRICE DOES NOT INCLUDE:

Engineering, Concrete or Soil Tests, Survey, Layout,  
Snow Removal, Heat, Heat Enclosures, Cold Weather Concrete Additives,  
Covering of Concrete Due to Cold Weather, Blankets or Blanket Labor,  
Excavation or Back Fill, Fill Sand, Placement of Fill Sand, Dewatering, Water Proofing,  
Drain Tile, Wall or Floor Insulation, Bolts, Joint Dowels or  
Assemblies, Floor Treatments or Sealants, Joint Sealants, Wall Rub Finishes or  
Coatings, Surcharge for Lack of Project Access, Disposal of Concrete Wash Out,  
Shoring for Steel Decks, Dirt Banks, etc. Any Exterior Concrete Work, Curb & Gutter,  
Excise Tax,

#### III. CONDITIONS of WORK:

All excavations must be in compliance with OHSA requirements.  
Limoges Construction will not accept any other conditions.

Inside of building MUST be clear of all piles of dirt, debris, building materials, etc., so accurate measurements can be made and correct installation can be achieved. There must also be a minimum of 8 feet of access between the edge of the excavation and any stored soil or material for our material handling and work space. Limoges Construction will not accept any other conditions.

For all slab on grade floor placements, the gravel-granular fill and sub base must be able to support the weight of a fully loaded concrete truck. This includes the trucks being able to maneuver on this material with multiple truck passes on this material for the floor placement. Limoges Construction will not accept any other conditions.

IV. CONTRACTING:

If this proposal is accepted, these inclusions and exclusions need to be added verbatim to the contract offered to LCI or attach this proposal as an addendum or exhibit to the contract.

No back charges will be excepted by LCI without prior written authorization and sign off by LCI

Prices are good for 30 days from date of proposal.



DAN BLOCK

ESTIMATOR FOR LIMOGES CONSTRUCTION, INC.

If you accept this proposal, please sign below and return

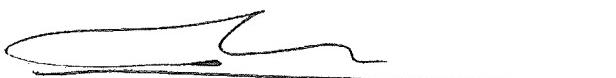
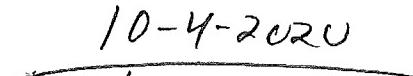
10/2/2020

DATE

JESSE KIIHL

PREVAIL LLC.

DATE

  
Jesse Craig  
Craig Development  
10-4-2020  
Date

**Exhibit D**  
**Limoges Construction, Inc.**

**Lofts Project  
Construction Agreement, Proposal, and Change  
Orders,  
Invoices, Payment Applications, Lien Waivers,  
and Payment Records**

# AIA® Document A132™ – 2009

## Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

**AGREEMENT** made as of the Fifteenth day of October in the year Two Thousand Nineteen

(In words, indicate day, month and year.)

**BETWEEN** the Owner:

(Name, legal status, address and other information)

The Lofts LLC  
1405 1<sup>st</sup> Avenue North  
Fargo, ND 58102

and the Contractor:

(Name, legal status, address and other information)

Limoges Construction, Inc.  
25732 Cottonwood Avenue  
Sioux Falls, SD 57107

for the following Project:

(Name, location and detailed description)

Watertown Mixed Use  
10 North Broadway Street  
Watertown, South Dakota

Project No. 19030

The Construction Manager:

(Name, legal status, address and other information)

Heilman Homes, Inc.  
507 11<sup>th</sup> St SE  
Watertown, SD 57201

The Architect:

(Name, legal status, address and other information)

Mutchler Bartram Architects, PC  
505 North Broadway, Suite 201  
Fargo, ND 58102

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of

Agreement Between Owner and Construction Manager as Adviser.

<sup>^</sup>AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

## EXHIBIT A DETERMINATION OF THE COST OF THE WORK

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Bid Package 3A Concrete

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than December 31, 2019  
*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

Init.

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User Notes:

RRSE-Lmages SD Subpoena 0959

(1818965871)

Portion of the Work	Substantial Completion Date
---------------------	-----------------------------

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

#### **ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:  
*(Check the appropriate box.)*

- Stipulated Sum, in accordance with Section 4.2 below
  - Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below
  - Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

## § 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be Six Hundred Eighty-Nine Thousand Dollars (\$ 689,000.00 ), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

Base Bid	\$ 689,000.00
Total Contract Amount	\$ 689,000.00

#### § 4.2.3 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

**§ 4.2.4 Allowances included in the Stipulated Sum, if any:**

*(Identify allowances included in the Supplemental Unit, if any.)*

Item	Allowance
------	-----------

#### § 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price – N/A

*(Paragraph deleted)*

(Table deleted)

(Paragraphs deleted)

**§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price – N/A**

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Construction Manager not later than the 25th day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty ( 60 ) days after the Construction Manager receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum**

**§ 5.1.4.1** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.4.2** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.4.3** Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

**§ 5.1.4.4** The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

**§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:**

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price – N/A**

*(Paragraphs deleted)*

**§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price – N/A**

*(Paragraphs deleted)*

**§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232–2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232–2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232–2009, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

[ ] Arbitration pursuant to Section 15.4 of AIA Document A232–2009.

Init.

[ X ] Litigation in a court of competent jurisdiction.

[ ] Other: (*Specify*)

## ARTICLE 7 TERMINATION OR SUSPENSION

### § 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009.

### § 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232–2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232–2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232–2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232–2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

none

§ 8.3 The Owner's representative:  
*(Name, address and other information)*

Init.

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User Notes:

RRSGB-Litigation SD Subpoena 0860

(1818965871)

Jesse Craig  
The Lofts LLC  
1405 1<sup>st</sup> Avenue North  
Fargo, ND 58102

**§ 8.4 The Contractor's representative:  
(Name, address and other information)**

Dan Block  
Limoges Construction, Inc.  
25732 Cottonwood Avenue  
Sioux Falls, SD 57107  
Telephone: 605-543-5959  
Fax: 605-543-5940

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

#### § 8.6 Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

### § 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
0700	- General Conditions		1
0710	- Article 16. Supplementary Conditions		1 - 5

**§ 9.1.4 The Specifications: dated July 19, 2019**  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Date	Pages
<b>DIVISION 0 - CONDITIONS OF THE CONTRACT</b>			
0110	- Invitation for Bids		
0200	- Information to Bidders		
0300	- Proposal Form		
0500	- Owner Contractor Agreement Form		
<b>DIVISION 1 - GENERAL REQUIREMENTS</b>			
1030	- Alternates		
1035	- Change Order Procedure		
1040	- Project Coordination		
1200	- Project Meetings		

1300	- Submittals	1 - 4
1400	- Testing & Inspections	1 - 3
1500	- Temporary Facilities	1 - 5
1600	- Materials and Equipment	1 - 3
1631	- Substitutions	1
1710	- Cleaning	1 - 2
1720	- Project Record Documents	1
1730	- Operation and Maintenance Data	1 - 2
1850	- Project Construction Schedule	1

#### DIVISION 2 - SITE WORK

2010	- Subsurface Exploration	1
	- Geotechnical Exploration and Engineering Review	1 - 45
2300	- Earthwork	1 - 6
2501	- Subdrainage	1 - 2

#### DIVISION 3 - CONCRETE

3100	- Concrete Forming and Accessories	1 - 3
3200	- Concrete Reinforcing	1 - 2
3300	- Cast-in-Place Concrete	1 - 9
3400	- Precast Structural Concrete	1 - 5
3410	- Precast Concrete Hollow Core Planks	1 - 5

#### DIVISION 5 - METALS

5500	- Metal Fabrications	1 - 4
5510	- Metal Stairs	1 - 6

#### DIVISION 7 - THERMAL AND MOISTURE PROTECTION

7140	- Fluid-Applied Waterproofing	1 - 4
7225	- Foundation Insulation	1 - 3

#### DIVISION 14 - CONVEYING SYSTEMS

14240	- Passenger Elevators	1 - 8
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**§ 9.1.5 The Drawings:** Dated July 19, 2019  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Number	Title
ACOVER	Title Sheet, Site Plan
A3.0	Basement Floor Plan
A3.1	First Floor Plan
A3.2	Second Floor Plan
A4.1	Exterior Elevations
A4.2	Exterior Elevations
A4.3	Building Sections
A4.4	Wall Sections
A4.5	Stair & Elevator Sections
S0.1	General Structural Notes
S1.1	Footing & Foundation Plan
S2.1	Main Floor Framing Plan
S2.2	Second Floor Framing Plan
S2.3	Third & Fourth Floor Framing Plan
S3.1	Footing & Foundation Details
S4.1	Footing & Foundation Details

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No. 1	July 26, 2019	1 - 4

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

- .1 AIA Document A132™—2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™—2007, Digital Data Protocol Exhibit, if completed, or the following:  
N/A
- .3 AIA Document E202™—2008, Building Information Modeling Protocol Exhibit, if completed, or the following:  
N/A
- .4 Other documents, if any, listed below:  
*(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232—2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

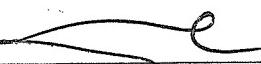
**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232—2009.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232—2009.)*

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
---------------------------	--

This Agreement is entered into as of the day and year first written above.

  
OWNER (Signature)

Jesse Cus  
(Printed name and title)

  
CONTRACTOR (Signature)

Nate Linoogis, President  
(Printed name and title)

Init.

11/22/2019 12:23 Remote ID Remote ID

2/2



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
11/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Assoc-SF  5120 S. Solberg Ave  Sioux Falls, SD 57109	1-605-336-1090	CONTACT NAME: PHONE (AC, No. Ext): E-MAIL ADDRESS:	FAX (AC, No):
		INSURER(S) AFFORDING COVERAGE INSURER A: Allied Insurance	NAIC #
INSURED Limoges Construction Inc.  25732 Cottonwood Ave  Sioux Falls, SD 57107	INSURER B: First Dakota Indemnity		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		
	CONTRACTOR NAME: PHONE (AC, No. Ext): E-MAIL ADDRESS:		

REVISION NUMBER:

REVISION NUMBER: \_\_\_\_\_

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE				ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<b>A</b>	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				CP7222419764	12/01/18	12/01/19	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
									MED EXP (Any one person)	\$ 5,000
									PERSONAL & ADV INJURY	\$ 1,000,000
									GENERAL AGGREGATE	\$ 2,000,000
									PRODUCTS - COMP/OP AGG	\$ 2,000,000
										\$
	GEN'L AGGREGATE LIMIT APPLIES PER:									
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC									
	OTHER:									
AUTOMOBILE LIABILITY										
<input checked="" type="checkbox"/>	ANY AUTO		CP7222419764	12/01/18	12/01/19	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000			
	OWNED AUTOS ONLY					BODILY INJURY (Per person)	\$			
	Hired AUTOS ONLY					BODILY INJURY (Per accident)	\$			
	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$			
							\$			
<b>A</b>	<input checked="" type="checkbox"/>	UMBRELLA LIAB		CP7222419764	12/01/18	12/01/19	EACH OCCURRENCE	\$ 5,000,000		
		EXCESS LIAB					AGGREGATE	\$ 5,000,000		
								\$		
		DED RETENTION \$								
<b>B</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N/A	WC02000361952018	12/01/18	12/01/19	X PER STATUTE		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/>							OTH-ER		
	(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. EACH ACCIDENT	\$ 1,000,000	
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Report, Part 1, Item 10)

**ARMED FORCES OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is needed)**

~~ie Watertown Mixed Use 10 N. Broadway St Watertown, SD Project No: 19030  
ie Lofts, LLC, Mutchler Bartram Architects P.C., and Heilman Homes, Inc. are included as additional insureds on the  
general Liability, Auto Liability and Umbrella Liability when required by written contract, per policy terms and  
conditions.~~

CERTIFICATE HOLDER	CANCELLATION
ilman Homes, Inc 18th St. SE Siertown, SD 57201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
USA	



## Prime Contractor's Exemption Certification

South Dakota Department of Revenue

445 E Capitol Ave, Pierre, SD 57501

### Instructions:

- \* An exemption certificate may not be used by an owner of a project or a government entity. Improper issuance of this certificate by anyone that is not a prime contractor will incur a penalty of 10% of the tax due.
- \* A prime contractor may not issue a prime contractor's exemption certificate for a qualified utility (QU) project. On a QU project, the prime contractor and all subcontractors owe the 2% contractor's excise tax on their gross receipts.
- \* An exemption certificate may not be given for the purchase of materials, equipment, product or sales taxable service. Prime contractors must pay sales tax to the service provider on sales taxable services. Examples of sales taxable services are: engineering, architecture, surveying, gravel crushing, snow removal, drapey installation, roto-rooting, locksmith, construction management, cleaning and calibration, and installation of flooring. The installation of tile, terrazzo, and marble are subject to contractor's excise tax.

RETENTION OF THIS CERTIFICATE RELIEVES THE SUBCONTRACTOR FROM LIABILITY FOR CONTRACTOR'S EXCISE TAX  
SPECIFICALLY FOR THE PROJECT LISTED BELOW.

<b>PRIME CONTRACTOR NAME</b> The Lofts, LLC		<b>EXCISE TAX LICENSE NUMBER</b> 1035-2448-ET	
<b>STREET ADDRESS</b> 1405 1st avenue north	<b>CITY</b> fargo	<b>STATE</b> North	<b>ZIP CODE</b> 58102
<b>CONTRACTOR EMAIL ADDRESS</b> jcraig@craigprop.com			
<b>SUBCONTRACTOR NAME</b> Limoges Construction, Inc		<b>EXCISE TAX LICENSE NUMBER</b>	
<b>STREET ADDRESS</b> 25732 Cottonwood Ave	<b>CITY</b> Sioux Falls	<b>STATE</b> SD	<b>ZIP CODE</b> 57107
<b>SUBCONTRACTOR EMAIL ADDRESS</b>			
<b>PROJECT DESCRIPTION</b> 39 plex multi family apartment			
<b>PROJECT LOCATION</b> 10 N Broadway, Watertown, SD			
<b>PRIME CONTRACTOR'S SIGNATURE</b> 		<b>DATE</b> 8-25-20	

505 North Broadway  
Suite 201  
Fargo, North Dakota 58102

(701) 235-5563 Telephone  
(701) 235-5435 Fax



Architecture

Interior Design

Construction Management

October 15, 2019

Limoges Construction, Inc.  
25732 Cottonwood Ave  
Sioux Falls, SD 57107  
ATTENTION: Dan Block

RE: Watertown Mixed Use  
10 North Broadway Street  
Watertown, South Dakota  
MBA Project No. 19030

On behalf of the Owner, The Lofts LLC, this is your Notice to Proceed on the above referenced project for Bid Packages 3A - Concrete. Also, enclosed are four (4) copies of the Agreement Between Owner and Contractor. Please sign and return all four (4) copies to our office for further processing along with the following required documentation:

1. Certificate of Insurance as noted in Article 11 of the General & Supplementary Conditions. **The Owner, Architect and Construction Manager shall be named as additional insured.**
2. Certificate of Workmen's Compensation Insurance for the **State of South Dakota**.
3. List of major suppliers and manufacturers of products to be used on this project.
4. W-9 Form (copy attached for your use) ✓

**Site Conditions** - Please make every effort to keep the site and building area clean of debris and unnecessary construction materials.

**Project Weekly Meeting** – Weekly meetings will be held to coordinate the work as well as provide a time when we know all parties involved will be at the jobsite. Please have a representative from your company present at these meetings. Day & time yet to be determined.

**Application & Certificate for Payment and Release of Lien Forms**

- Pay applications must be submitted (in triplicate) on the attached form
- Release of Lien (copy attached ) to be submitted with each pay application
- We appreciate your attention to these details or pay applications will be rejected

**Construction Management** - It is the primary responsibility of the Construction Manager, Heilman Homes, to coordinate the work of all the contractors on the job so that the construction schedule will be maintained and the building work completed on time. They will also provide as much assistance as possible to aid in meeting the work schedule, by timely processing of shop drawings & early responses to questions. We ask for your cooperation in working with Heilman Homes and our office, as well as the other contractors on the job.

Please call if you have any questions. We look forward to working with you on this project.

Sincerely,

Handwritten signature of Greg Oakland.

Greg Oakland  
Associate Architect  
Mutchler Bartram Architects, PC  
GO/sn  
Enclosure

MBA-attn:Greg Oakland

505 North Broadway  
Suite 201  
Fargo, North Dakota 58102

(701) 235-5563 Telephone  
(701) 235-5435 Fax



Architecture

Interior Design

Construction Management

December 2, 2019

Limoges Construction, Inc.  
25732 Cottonwood Avenue  
Sioux Falls, SD 57107

RE: Watertown Mixed Use  
10 North Broadway Street  
Watertown, South Dakota

Project No. 19030

Enclosed is your signed copy of the Standard Form of Agreement Between Owner and Contractor for the above referenced project.

If you have any questions please feel free to call.

Sincerely,

A handwritten signature in black ink that reads "Greg Oakland".

Greg Oakland  
GO/srk

Enclosure  
cc: Heilman Homes



## LIMOGES CONSTRUCTION, INC.

. Sioux Falls, SD 57107

## Invoice

Date	Invoice #
10/25/2019	7516

**Bill To**

---

The Lofts LLC  
1405 1st Ave N  
Fargo, ND 58102

Vendor No.

## APPLICATION FOR PAYMENT

### TO OWNER:

The Lofts LLC  
1405 1st Ave N  
Fargo, ND 58102

### APPLICATION NUMBER:

Watertown Mixed Use  
10 North Broadway Street  
Watertown, South Dakota

PERIOD TO: 10-31-19

### PROJECT NUMBER:

19030

### FROM CONTRACTOR:

Limoges Construction  
25732 Cottonwood Ave  
Sioux Falls, SD 57107  
BID PACKAGE NO. 3A Concrete

### PROJECT:

Watertown Mixed Use  
10 North Broadway Street  
Watertown, South Dakota

### ARCHITECT:

Mutchler Bartram Architects, P.C.

### CONTRACT DATE:

10/15/19

### VIA CONSTRUCTION MANAGER:

HEILMAN HOMES, INC

### DISTRIBUTION:

Contractor ▾  
Architect ▾  
File ▾

## CONTRACTOR'S APPLICATION FOR PAYMENT

Refer to continuation sheets attached for detailed breakdown.

### 1. ORIGINAL CONTRACT AMOUNT:

689,000.00

Subscribed & sworn to before me

this 25 day of October

Notary Public Name: John G. Limoges

### 2. NET CHANGES TO CONTRACT:

-

### 3. TOTAL CONTRACT AMOUNT:

689,000.00

Commission Expiration Date: 1-18-21

State: SD County: Minnehaha

### 4. TOTAL COMPLETED AND STORED TO DATE:

120,000.00

### 5. RETAINAGE:

12,000.00

### 6. TOTAL COMPLETED LESS RETAINAGE:

108,000.00

### 7. LESS PREVIOUS APPLICATIONS:

-

### 8. CURRENT PAYMENT DUE:

108,000.00

### 9. BALANCE TO FINISH INCLUDING RETAINAGE:

581,000.00

### EXTRA WORK SUMMARY

ADDITIONS      DELETIONS

Changes From Prev Applications: -

Changes From This Application: -

Total: -

Net Changes: -

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: John G. Limoges

DATE: 10/25/19

## ARCHITECT'S CERTIFICATE FOR PAYMENT:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below.

### AMOUNT CERTIFIED:

Provide explanation below or attach if amount certified does not match this application amount.  
Initial all figures & markups to agree with certified amount.

ARCHITECT: \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.

**PAYMENT APPLICATION DETAIL**

APPLICATION NO: 1

FOR PERIOD ENDING: 10-31-19

FROM: Limoges Construction  
 WORK: 3300 - Cast-in-Place Concrete

PROJECT: Watertown Mixed Use  
 NO: 19030

WORK CATEGORY			COMPLETED WORK						BALANCE TO FINISH			RETAINAGE	
Item No.	Description		Scheduled Value	Prev. App. Value	Work In Place	Stored Mat.	Total Value	%	L=G/C	H=C-G	Value (10.0%)		
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F					I		
<b>► BASE CONTRACT SECTION</b>													
Concrete	689,000	-	120,000	-	-	-	120,000	17%	569,000	-	12,000		
	-	-	-	-	-	-	-	0%	-	-	-		
	-	-	-	-	-	-	-	0%	-	-	-		
<b>Total Base Contract Work:</b>	<b>689,000</b>	-	<b>120,000</b>	-	-	-	<b>120,000</b>	<b>17%</b>	<b>569,000</b>	<b>-</b>	<b>12,000</b>		
<b>Total Extra Work</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>-</b>	<b>-</b>	<b>-</b>		
<b>GRAND TOTAL:</b>	<b>689,000</b>	-	<b>120,000</b>	-	-	-	<b>120,000</b>	<b>17%</b>	<b>569,000</b>	<b>-</b>	<b>12,000</b>		

Created using Paymetrix for Excel. Download for free at: [www.Paymetrix.com](http://www.Paymetrix.com)

DRAW# 1

WAIVER OF LIEN AND

RELEASE OF RIGHTS

TO: CRAIG DEVELOPMENT,LLC;  
AND TO ALL HOLDERS OF AN  
EQUITABLE INTEREST IN THE  
FOLLOWING DESCRIBED PROPERTY.

RE: PROPERTY ADDRESS: 10 North Broadway, Watertown, SD 57201

LEGAL DESCRIPTION: LOT ONE OF CRAIG ADDITION

IN THE COUNTY OF CODDINGTON AND THE STATE OF SOUTH DAKOTA

OWNER: THE LOFTS, LLC

In consideration for payment in the amount of \$ 108,000.00, by attached check number 35522,  
dated 11/6/14, the receipt and sufficiency of which is hereby acknowledged, the undersigned  
hereby warrants, acknowledges, affirms and represents, as to the above described premises, THAT:

1. Payment delivered herewith is payment in full for all labor, skill, services, material, machinery, fixtures and apparatus furnished or performed by undersigned, or at the direction of the undersigned by others, to the date of the invoice, draw or demand paid herewith;
2. Any claim or right to claim a lien for labor, skill services, material, machinery, fixtures and apparatus furnished or performed for the improvement of the above described premises prior to the date of the invoice, draw or demand paid herewith, is waived and relinquished.
3. any individual or business hired, contracted, engaged or employed, in writing or verbally, by the undersigned to furnish or perform labor, skill, services, material, machinery, fixtures and apparatus for the improvement of the above described premises is paid in full as of the date of the invoice, draw or demand paid herewith;
4. Documented and verifiable evidence of all payments made pursuant to statement 3 above are in my/our possession and will be provided upon request to Plains Commerce Bank and/or any party with an equitable interest in the above described premises;
5. The individual signing this Wavier of Lien and Release of Rights has the authority to do so and Plains Commerce Bank and/or any other party with an equitable interest in the above described premises is entitled rely upon the truth and validity the statements herein made.

DATED:

Enter signer's capacity or title  
(e.g. President/Partner/Sole Proprietor)

ITS: President

SIGN & RETURN TO:

Craig Development, LLC  
PO Box 426  
Fargo, ND 58107

DATE:11/06/19 CK#:35522 TOTAL:\$108,000.00\* PAYEE:LIMOGES CONSTRUCTION(Limoges)

Property Account

Invoice

BANK:1120 - Craig Properties, LLC

Description	Amount
0824 6200	108,000.00
	<hr/>
	108,000.00



Limoges Construction, Inc.

Sioux Falls, SD 57107

# Invoice

Date	Invoice #
11/25/2019	7540

Bill To
The Lofts LLC 1405 1st Ave N Fargo, ND 58102

Vendor No.

Project	Subcontract Agreement No.	Project No.
1922-Watertown Mixed Use		19030

Description	Amount
Progress Billing	140,000.00
Winter Charges	11,120.00
less 10%	-15,112.00

	Sales Tax (0.0%)	\$0.00
	Total	\$136,008.00
	Payments/Credits	\$0.00
	Balance Due	\$136,008.00

## APPLICATION FOR PAYMENT

**TO OWNER:** The Lofts LLC  
1405 1st Ave N  
Fargo, ND 58102

**PROJECT:** Watertown Mixed Use  
10 North Broadway Street  
Watertown, South Dakota

**FROM CONTRACTOR:** Limoges Construction  
25732 Cottonwood Ave  
Sioux Falls, SD 57107

**ARCHITECT:** Mutchler Bartram Architects, P.C.

**VIA CONSTRUCTION MANAGER:** BID PACKAGE NO. 3A Concrete

## CONTRACTOR'S APPLICATION FOR PAYMENT

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT:	689,000.00
2. NET CHANGES TO CONTRACT:	11,120.00
3. TOTAL CONTRACT AMOUNT:	700,120.00
4. TOTAL COMPLETED AND STORED TO DATE:	271,120.00
5. RETAINAGE:	
a. 10.0 % of Completed Work	27,112.00
b. 10.0 % of Stored Material	0.00
Total Retainage:	27,112.00
6. TOTAL COMPLETED LESS RETAINAGE:	244,008.00
7. LESS PREVIOUS APPLICATIONS:	108,000.00
8. CURRENT PAYMENT DUE:	<input type="text" value="136,008.00"/>
9. BALANCE TO FINISH INCLUDING RETAINAGE:	456,112.00

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	-	-
Changes From This Application:	11,120.00	-
Total:	11,120.00	-
Net Changes:	11,120.00	

## APPLICATION NUMBER: 2

**DISTRIBUTION:**  
Contractor ▶  
Architect ▶  
File ▶

**PERIOD TO:** 11/30/2019

**PROJECT NUMBER:** 19030

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

**CONTRACTOR:** Chris Soto **DATE:** 11/25/19

**STATE:** SD **COUNTY:** Minnehaha  
 Subscribed & sworn to before me  
 this 25th day of November  
 Notary Public Name: PB **EXPIRATION DATE:** 1-8-21

## ARCHITECT'S CERTIFICATE FOR PAYMENT:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

**AMOUNT CERTIFIED:** 456,112.00  
 Provide explanation below or attach if amount certified does not match this application amount.  
 Initial all figures & markups to agree with certified amount.

**ARCHITECT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
 The Amount Certified is payable to the contractor listed above.

**PAYMENT APPLICATION DETAIL**

APPLICATION NO: 2
FOR PERIOD ENDING: 11/30/2019

FROM: Limoges Construction  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: Watertown Mixed Use  
No: 19030

WORK CATEGORY	COMPLETED WORK						BALANCE TO FINISH H=C-G	RETAINAGE Value (10.0%) <small>Created using Paymetrix for Excel. Visit <a href="http://www.Paymetrix.com">www.Paymetrix.com</a> for more information</small>
	Item No.	Description	Scheduled Value	Prev. App. Value	This App. Work In Place	Total Stored Mat.		
			C	D=Prev. (D+E)	E	F	G=D+E/F	L=G/C
<b>► BASE CONTRACT SECTION</b>								
Concrete	689,000	120,000	140,000	-	-	260,000	38%	429,000
	-	-	-	-	-	-	0%	-
	-	-	-	-	-	-	0%	-
<b>► EXTRA WORK SECTION 1</b>								
Winter Charges- 10-25 to 11-23- See attached	11,120	-	11,120	-	-	11,120	100%	-
								1,112
<b>Total Base Contract Work:</b>	<b>689,000</b>	<b>120,000</b>	<b>140,000</b>	<b>-</b>	<b>260,000</b>	<b>38%</b>	<b>429,000</b>	<b>26,000</b>
<b>Total Extra Work</b>	<b>11,120</b>	<b>-</b>	<b>11,120</b>	<b>-</b>	<b>11,120</b>	<b>100%</b>	<b>-</b>	<b>1,112</b>
<b>GRAND TOTAL:</b>	<b>700,120</b>	<b>120,000</b>	<b>151,120</b>	<b>-</b>	<b>271,120</b>	<b>39%</b>	<b>429,000</b>	<b>27,112</b>

## Winter Concrete Charges

Job Name: Watertown Mixed Use

Date Range: 10/25/2019 to 11/23/2019

	Previous Billings	Current Billing
Cold Weather Additives	\$0.00	\$4,807.50
Blanket Rent	\$0.00	\$2,280.00
Blanket Labor	\$0.00	\$4,032.00
Snow Removal Labor	\$0.00	\$0.00
Ground Heater Rental	\$0.00	\$0.00
Ground Heater Fuel	\$0.00	\$0.00
Price Adjust	\$0.00	\$0.50
<b>TOTAL-</b>	<b>\$0.00</b>	<b>\$11,120.00</b>

## Cold Weather Additives

## Blanket Rental

Days on Site	# of Blankets	Price per Blanket/Day	Total	Dates
			\$0.00	
19	80	\$1.50	\$2,280.00	11-5 to 11-23
		\$1.50	\$0.00	
		\$1.50	\$0.00	
		\$1.50	\$0.00	
		\$1.50	\$0.00	
			\$0.00	
TOTALS			\$2,280.00	

## Blanket Labor

Date	# of workers	Total Manhours	Labor Rate	Total
11/4/2019	2	4	\$42.00	\$168.00
11/5/2019	2	4	\$42.00	\$168.00
11/6/2019	7	15	\$42.00	\$630.00
11/7/2019	7	23	\$42.00	\$966.00
11/19/2019	7	31	\$42.00	\$1,302.00
11/20/2019	7	12	\$42.00	\$504.00
11/22/2019	7	7	\$42.00	\$294.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$40.00	\$0.00
				\$0.00
				\$4,032.00

WAIVER OF LIEN

SD19269171

TO WHOM IT MAY CONCERN AND TO Dacotah Bank and First Dakota Title - Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lot 1 of Craig Addition to the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

1 tbd, Watertown, SD 57201

Dated this 17<sup>th</sup> day of December, 2019

AMOUNT: \$136008.00

Limoges Construction Inc

FULL \_\_\_\_\_  
PARTIAL X

*Nate Limoges*  
By: Nate Limoges  
Its: President  
Address: 25732 Lottenham Ave.  
Sioux Falls, SD 57106  
Phone Number: (605) 543-5759

PLEASE SIGN AND RETURN TO:

First Dakota Title - Watertown  
168 North Broadway  
Watertown, SD 57201  
Fax Number -- (605)886-1041

Original  
RRSB-Limoges SD Subpoena 0883 dated  
12-17-19





Limoges Construction, Inc.

Sioux Falls, SD 57107

# Invoice

Date	Invoice #
12/23/2019	7554

Bill To
The Lofts LLC 1405 1st Ave N Fargo, ND 58102

Vendor No.

Project	Subcontract Agreement No.	Project No.
1922-Watertown Mixed Use		19030

Description	Amount
Progress Billing	75,000.00
Winter Charges	7,640.00
Less 10%	-8,264.00

	Sales Tax (0.0%)	\$0.00
	Total	\$74,376.00
	Payments/Credits	\$0.00
	Balance Due	\$74,376.00

## APPLICATION FOR PAYMENT

**TO OWNER:**  
The Lofts LLC  
1405 1st Ave N  
Fargo, ND 58102

**FROM CONTRACTOR:**  
Limoges Construction  
25732 Cottonwood Ave  
Sioux Falls, SD 57107

**PROJECT:**  
Watertown Mixed Use  
10 North Broadway Street  
Watertown, South Dakota

**ARCHITECT:**

Mutchler Bartram Architects, P.C.

Contractor ▶

Architect ▶

File ▶

**ARCHITECT:**

Jin S. Johnson

Architect ▶

File ▶

**PROJECT NUMBER:** 19030

**CONTRACT DATE:** 10/15/19

**VIA CONSTRUCTION MANAGER:**

HEILMAN HOMES, INC

## CONTRACTOR'S APPLICATION FOR PAYMENT

Refer to continuation sheets attached for detailed breakdown.

**1. ORIGINAL CONTRACT AMOUNT:**

689,000.00

**2. NET CHANGES TO CONTRACT:**

18,760.00

**3. TOTAL CONTRACT AMOUNT:**

707,760.00

**4. TOTAL COMPLETED AND STORED TO DATE:**

353,760.00

**5. RETAINAGE:**

a. 10.0 % of Completed Work

b. 10.0 % of Stored Material

Total Retainage:

35,376.00

0.00

35,376.00

**6. TOTAL COMPLETED LESS RETAINAGE:**

318,384.00

**7. LESS PREVIOUS APPLICATIONS:**

244,008.00

**8. CURRENT PAYMENT DUE:**

74,376.00

**9. BALANCE TO FINISH INCLUDING RETAINAGE:**

389,376.00

**AMOUNT CERTIFIED:**

Provide explanation below or attach if amount certified does not match this application amount.

Initial all figures & markups to agree with certified amount.

**ARCHITECT:**

DATE: \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.

Form 702G

Created using Pavmee for Excel. www.Pavmee.com

**DISTRIBUTION:**

Contractor ▶

Architect ▶

File ▶

**EXTRA WORK SUMMARY**

**ADDITIONS**

**DELETIONS**

Changes From Prev Applications: 11,120.00 -

Changes From This Application: 7,640.00 -

Total: 18,760.00 -

Net Changes: 18,760.00

**PAYMENT APPLICATION DETAIL**

FROM: Limoges Construction  
WORK: 3300 - Cast-in-Place Concrete

APPLICATION NO:	3
FOR PERIOD ENDING:	12/31/2019

PROJECT: Watertown Mixed Use  
NO: 19030

WORK CATEGORY	Description	Scheduled Value	COMPLETED WORK				BALANCE TO FINISH	RETAINAGE Value (10.0%)
			Prev. App.	This App.	Total	Value %		
			D=Prev. (D+E)	E	F	G=D+E+F		
A	B	C	D=Prev.	E	F	G=D+E+F	H=G/C	I
► BASE CONTRACT SECTION								
Concrete		689,000	260,000	75,000	-	335,000	49%	354,000
		-	-	-	-	-	0%	-
		-	-	-	-	-	0%	-
► EXTRA WORK SECTION 1								
Winter Charges- 10-25 to 11-23- See attached	11,120	11,120	-	-	-	11,120	100%	-
Winter Charges- 11-24 to 12-14- See attached	7,640	7,640	-	7,640	-	7,640	100%	-
<b>Total Base Contract Work:</b>	689,000	260,000	75,000	-	335,000	49%	354,000	33,500
<b>Total Extra Work</b>	18,760	11,120	7,640	-	18,760	100%	-	1,876
<b>GRAND TOTAL:</b>	707,760	271,120	82,640	-	353,760	50%	354,000	35,376

Created using Paymete for Excel. Visit [www.Paymete.com](http://www.Paymete.com) for more information.

## Winter Concrete Charges

**Job Name:** Watertown Mixed Use

**Date Range:** 11/24/2019 to 12/14/2019

	Previous Billings	Current Billing
Cold Weather Additives	\$4,807.50	\$3,120.00
Blanket Rent	\$2,280.00	\$2,640.00
Blanket Labor	\$4,032.00	\$1,879.50
Snow Removal Labor	\$0.00	\$0.00
Ground Heater Rental	\$0.00	\$0.00
Ground Heater Fuel	\$0.00	\$0.00
Price Adjust	\$0.50	\$0.50
<b>TOTAL-</b>	<b>\$11,120.00</b>	<b>\$7,640.00</b>

## Cold Weather Additives

## Blanket Rental

Days on Site	# of Blankets	Price per Blanket/Day	Total	Dates
			\$0.00	
		\$1.50	\$0.00	
22	80	\$1.50	\$2,640.00	11-24 to 12-14
		\$1.50	\$0.00	
		\$1.50	\$0.00	
		\$1.50	\$0.00	
			\$0.00	
TOTALS			\$2,640.00	

## Blanket Labor

Date	# of workers	Total Manhours	Labor Rate	Total
				\$0.00
11/25/2019	7	7	\$42.00	\$294.00
12/3/2019	8	12	\$42.00	\$504.00
12/4/2019	11	13.75	\$42.00	\$577.50
12/6/2019	9	8.5	\$42.00	\$357.00
12/12/2019	7	3.5	\$42.00	\$147.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$40.00	\$0.00
				\$0.00

WAIVER OF LIEN

SD19269171

TO WHOM IT MAY CONCERN AND TO Dacotah Bank and First Dakota Title - Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lot 1 of Craig Addition to the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

1 tbd, Watertown, SD 57201

Dated this 9<sup>th</sup> day of January, 2020

AMOUNT: \$74376.00

Limoges Construction, Inc

FULL \_\_\_\_\_  
PARTIAL X

*Nate Limoges*  
By: Nate Limoges  
Its: PRESIDENT  
Address: 25732 Cottawood Ave  
Sioux Falls, SD 57167  
Phone Number: (605) 543-5959

PLEASE SIGN AND RETURN TO:

First Dakota Title - Watertown  
168 North Broadway  
Watertown, SD 57201  
Fax Number -- (605)886-1041

*Original  
mailed 1-15-20*  
RRSB-Limoges SD Subpoena 0392





Limoges Construction, Inc.

Sioux Falls, SD 57107

# Invoice

Date	Invoice #
1/24/2020	7576

Bill To
The Lofts LLC 1405 1st Ave N Fargo, ND 58102

*Charged*

Vendor No.

Project	Subcontract Agreement No.	Project No.
1922-Watertown Mixed Use		19030
Description	Amount	
Progress Billing	30,000.00	
winter charges	4,875.00	
Retainage	-3,487.50	
Sales Tax (0.0%)	\$0.00	
Total	\$31,387.50	
Payments/Credits	\$0.00	
Balance Due	\$31,387.50	

APPLICATION FOR PAYMENT		PROJECT:	APPLICATION NUMBER: 4
TO OWNER:	The Lofts LLC 1405 1st Ave N Fargo, ND 58102	Watertown Mixed Use 10 North Broadway Street Watertown, South Dakota	PERIOD TO: 1/31/2020
FROM CONTRACTOR:	Limoges Construction 25732 Cottonwood Ave Sioux Falls, SD 57107 BID PACKAGE NO. 3A Concrete	VIA CONSTRUCTION MANAGER:	PROJECT NUMBER: 19030
<b>CONTRACTOR'S APPLICATION FOR PAYMENT</b>		<b>CONTRACTOR'S CERTIFICATION:</b>	
<p>Refer to continuation sheets attached for detailed breakdown.</p> <p><b>1. ORIGINAL CONTRACT AMOUNT:</b> <u>689,000.00</u></p> <p><b>2. NET CHANGES TO CONTRACT:</b> <u>23,635.00</u></p> <p><b>3. TOTAL CONTRACT AMOUNT:</b> <u>712,635.00</u></p> <p><b>4. TOTAL COMPLETED AND STORED TO DATE:</b> <u>388,635.00</u></p> <p><b>5. RETAINAGE:</b></p> <p>a. <u>10.0 %</u> of Completed Work <u>38,863.50</u></p> <p>b. <u>10.0 %</u> of Stored Material <u>0.00</u></p> <p>Total Retainage: <u>38,863.50</u></p> <p><b>6. TOTAL COMPLETED LESS RETAINAGE:</b> <u>349,771.50</u></p> <p><b>7. LESS PREVIOUS APPLICATIONS:</b> <u>318,384.00</u></p> <p><b>8. CURRENT PAYMENT DUE:</b> <u>31,387.50</u></p> <p><b>9. BALANCE TO FINISH INCLUDING RETAINAGE:</b> <u>362,863.50</u></p> <p><b>10. AMOUNT CERTIFIED:</b> <u>362,863.50</u></p> <p>Provide explanation below or attach if amount certified does not match this application amount. Initial all figures &amp; markups to agree with certified amount.</p> <p><b>ARCHITECT:</b> _____ <b>DATE:</b> _____</p> <p>The Amount Certified is payable to the contractor listed above.</p>			

**PAYMENT APPLICATION DETAIL**

FROM: Limoges Construction  
 WORK: 3300 - Cast-in-Place Concrete

PROJECT: Watertown Mixed Use  
 NO: 19030

APPLICATION NO: 4  
 FOR PERIOD ENDING: 1/31/2020

WORK CATEGORY		Description	Scheduled Value	Prev. App. Value	COMPLETED WORK			BALANCE TO FINISH	RETAINAGE Value (10.0%)
Item No.	A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	H=G/C	I
<b>► BASE CONTRACT SECTION</b>									
Concrete		689,000	335,000	30,000	-	-	365,000	53%	324,000
		-	-	-	-	-	-	0%	-
		-	-	-	-	-	-	0%	-
<b>► EXTRA WORK SECTION 1</b>									
Winter Charges- 10-25 to 11-23- See attached		11,120	11,120	-	-	-	11,120	100%	-
Winter Charges- 11-24 to 12-14- See attached		7,640	7,640	-	-	-	7,640	100%	-
Winter Charges- 12-15 to 1-15- See attached		4,875	-	4,875	-	-	4,875	100%	-
Total Base Contract Work:		689,000	335,000	30,000	-	365,000	53%	324,000	36,500
Total Extra Work		23,635	18,760	4,875	-	23,635	100%	-	2,364
<b>GRAND TOTAL:</b>		<b>712,635</b>	<b>353,760</b>	<b>34,875</b>	-	<b>388,635</b>	<b>55%</b>	<b>324,000</b>	<b>38,864</b>

Created using Paymete for Excel. Visit [www.Paymete.com](http://www.Paymete.com) for more information.

## Winter Concrete Charges

**Job Name:** Watertown Mixed Use

**Date Range:** 12/15/2019 to 1/15/2020

	<b>Previous Billings</b>	<b>Current Billing</b>
Cold Weather Additives	\$7,927.50	\$2,895.00
Blanket Rent	\$4,920.00	\$1,896.00
Blanket Labor	\$5,911.50	\$84.00
Snow Removal Labor	\$0.00	\$0.00
Ground Heater Rental	\$0.00	\$0.00
Ground Heater Fuel	\$0.00	\$0.00
Price Adjust	\$1.00	
<b>TOTAL-</b>	<b>\$18,760.00</b>	<b>\$4,875.00</b>

<---With this, you own the blankets on site

## Cold Weather Additives

## Blanket Labor

Date	# of workers	Total Manhours	Labor Rate	Total
1/2/2020	4	2	\$42.00	\$84.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$42.00	\$0.00
			\$40.00	\$0.00
				\$0.00
		2		\$84.00

WAIVER OF LIEN

SD19269171

TO WHOM IT MAY CONCERN AND TO Dacotah Bank and First Dakota Title - Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

**Lot 1 of Craig Addition to the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.**

**1 tbd, Watertown, SD 57201**

Dated this 6<sup>th</sup> day of February, 2020.

AMOUNT: \$31,387.50

Limoges Construction Inc

FULL \_\_\_\_\_

PARTIAL X

*Note: living*  
By: State Limoges  
Its: President  
Address: 25732 Cottonwood Ave  
Siorneills SD 57107  
Phone Number: (605) 543-5959

**PLEASE SIGN AND RETURN TO:**

First Dakota Title - Watertown  
168 North Broadway  
Watertown, SD 57201  
Fax Number -- (605)886-1041

*Faxed 2/11/2020*  
RRSB-Limoges SD Subpoena 0400

FIRST DAKOTA TITLE - WATERTOWN • GREAT WESTERN BANK • ESCROW ACCOUNT • 168 NORTH BROADWAY • WATERTOWN, SD 57201

DATE: 2/4/2020

BUYER: The Lofts, LLC

PROPERTY ADDRESS: 1 tbd, Watertown, SD 57201

PAYEE: Limoges Construction, Inc.

FILE: SD19269171

CHECK AMOUNT: \$31,387.50  
18199

SETTLEMENT DATE:

\$31,387.50



## LIMOGES CONSTRUCTION, INC.

Sioux Falls, SD 57107

## Invoice

Date	Invoice #
3/25/2020	7604

**Bill To**

---

The Lofts LLC  
1405 1st Ave N  
Fargo, ND 58102

Vendor No.

## APPLICATION FOR PAYMENT

**TO OWNER:**  
The Lofts LLC  
1405 1st Ave N  
Fargo, ND 58102

**PROJECT:**  
Watertown Mixed Use  
10 North Broadway Street  
Watertown, South Dakota

PERIOD TO: 3/31/2020  
PROJECT NUMBER: 19030

### FROM CONTRACTOR:

**ARCHITECT:**  
Limoges Construction  
25732 Cottonwood Ave  
Sioux Falls, SD 57107  
BID PACKAGE NO. 3A Concrete

VIA CONSTRUCTION MANAGER:  
HEILMAN HOMES, INC

### CONTRACTOR'S APPLICATION FOR PAYMENT

Refer to continuation sheets attached for detailed breakdown.

#### 1. ORIGINAL CONTRACT AMOUNT:

689,000.00

#### 2. NET CHANGES TO CONTRACT:

26,365.00

#### 3. TOTAL CONTRACT AMOUNT:

715,365.00

#### 4. TOTAL COMPLETED AND STORED TO DATE:

491,365.00

#### 5. RETAINAGE:

a. 10.0 % of Completed Work

49,136.50

b. 10.0 % of Stored Material

0.00

Total Retainage:

49,136.50

#### 6. TOTAL COMPLETED LESS RETAINAGE:

442,228.50

#### 7. LESS PREVIOUS APPLICATIONS:

349,771.50

#### 8. CURRENT PAYMENT DUE:

92,457.00

#### 9. BALANCE TO FINISH INCLUDING RETAINAGE:

273,136.50

### AMOUNT CERTIFIED:

Provide explanation below or attach if amount certified does not match this application amount.  
Initial all figures & markups to agree with certified amount.

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	23,635.00	-
Changes From This Application:	2,730.00	-
Total:	26,365.00	-
Net Changes:	26,365.00	

**PAYMENT APPLICATION DETAIL**

APPLICATION NO:	5
FOR PERIOD ENDING:	3/31/2020

FROM: Limoges Construction  
 WORK: 3300 - Cast-in-Place Concrete

PROJECT: Watertown Mixed Use  
 NO: 19030

WORK CATEGORY	Item No.	Description	COMPLETED WORK						BALANCE TO FINISH	RETAINAGE Value (10.0%)
			Scheduled Value	Prev. App. Value	Work In Place	Stored Mat.	Total Value	%		
			C	D=Prev. (D+E)	E	F	G=D+E+F	L=G/C		
<b>► BASE CONTRACT SECTION</b>										
Concrete	689,000	365,000	100,000	-	-	-	465,000	67%	224,000	46,500
	-	-	-	-	-	-	-	0%	-	-
	-	-	-	-	-	-	-	0%	-	-
<b>► EXTRA WORK SECTION 1</b>										
Winter Charges- 10-25 to 11-23- See attached	11,120	11,120	-	-	-	-	11,120	100%	-	1,112
Winter Charges- 11-24 to 12-14- See attached	7,640	7,640	-	-	-	-	7,640	100%	-	764
Winter Charges- 12-15 to 1-15- See attached	4,875	4,875	-	-	-	-	4,875	100%	-	488
Winter Charges- 1-16 to 3-20- See attached	2,730	-	2,730	-	-	-	2,730	100%	-	273
Total Base Contract Work:	689,000	365,000	100,000	-	-	-	465,000	67%	224,000	46,500
Total Extra Work	26,365	23,635	2,730	-	-	-	26,365	100%	-	2,637
<b>GRAND TOTAL:</b>	<b>715,365</b>	<b>388,635</b>	<b>102,730</b>	-	-	-	<b>491,365</b>	<b>69%</b>	<b>224,000</b>	<b>49,137</b>

Created using Paymese for Excel. Download for free at: [www.Paymese.com](http://www.Paymese.com)

## Winter Concrete Charges

Job Name: Watertown Mixed Use

Date Range: 1/16/2020 to 3/20/2020

	Previous Billings	Current Billing
Cold Weather Additives	\$10,882.50	\$2,730.00
Blanket Rent	\$6,816.00	\$0.00
Blanket Labor	\$5,995.50	\$0.00
Snow Removal Labor	\$0.00	\$0.00
Ground Heater Rental	\$0.00	\$0.00
Ground Heater Fuel	\$0.00	\$0.00
Price Adjust	\$1.00	
<b>TOTAL-</b>	<b>\$23,695.00</b>	<b>\$2,730.00</b>

<---With this, you own the blankets on site

## Cold Weather Additives

WAIVER OF LIEN

SD19269171

TO WHOM IT MAY CONCERN AND TO Dacotah Bank and First Dakota Title - Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lot 1 of Craig Addition to the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

1 tbd, Watertown, SD 57201

Dated this 13<sup>th</sup> day of April 2020

AMOUNT: \$92457.00

Limoges Construction Inc

FULL \_\_\_\_\_  
PARTIAL X

*Mate Limoges*  
By: Mate Limoges  
Its: President  
Address: 25182 Cottonwood Ave  
Sioux Falls, SD 57107  
Phone Number: (605) 543-5959

PLEASE SIGN AND RETURN TO:

First Dakota Title - Watertown  
168 North Broadway  
Watertown, SD 57201  
Fax Number -- (605)886-1041

*Original  
Mailed  
6/21/2020*  
RRSB-Limoges SD Subpoena 0407

FIRST DAKOTA TITLE - WATERTOWN • GREAT WESTERN BANK • ESCROW ACCOUNT • 168 NORTH BROADWAY • WATERTOWN, SD 57201

19854  
19854

DATE: 4/9/2020

FILE: SD19269171

CHECK AMOUNT: \$92,457.00

BUYER: The Lofts, LLC

SETTLEMENT DATE:

PROPERTY ADDRESS: 1 tbd, Watertown, SD 57201

PAYEE: Limoges Construction, Inc.

4/9/2020: Disbursement to Limoges Construction, Inc.

\$92,457.00

Limoges Construction, Inc.

Sioux Falls, SD 57107

# Invoice

Date	Invoice #
4/24/2020	7618

Bill To
The Lofts LLC 1405 1st Ave N Fargo, ND 58102

Vendor No.

Project	Subcontract Agreement No.	Project No.
1922-Watertown Mixed Use		19030

Description	Amount
Winter Charges	2,625.00
Less 10%	-262.50

	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$2,362.50
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$2,362.50

APPLICATION FOR PAYMENT		PROJECT:	APPLICATION NUMBER:						
TO OWNER:		Watertown Mixed Use 10 North Broadway Street Watertown, South Dakota	PERIOD TO: 4/30/2020						
			PROJECT NUMBER: 19030						
FROM CONTRACTOR:		Mutchler Bartram Architects, P.C.	CONTRACT DATE: 10/15/19						
		VIA CONSTRUCTION MANAGER:	HEILMAN HOMES, INC						
CONTRACTOR'S APPLICATION FOR PAYMENT		CONTRACTOR'S CERTIFICATION:							
<p>Refer to continuation sheets attached for detailed breakdown.</p> <ol style="list-style-type: none"> <li>1. ORIGINAL CONTRACT AMOUNT: <u>689,000.00</u></li> <li>2. NET CHANGES TO CONTRACT: <u>28,990.00</u></li> <li>3. TOTAL CONTRACT AMOUNT: <u>717,990.00</u></li> <li>4. TOTAL COMPLETED AND STORED TO DATE: <u>493,990.00</u></li> <li>5. RETAINAGE:           <table border="1" style="margin-left: 20px;"> <tr> <td>a. <u>10.0</u> % of Completed Work</td> <td><u>49,399.00</u></td> </tr> <tr> <td>b. <u>10.0</u> % of Stored Material</td> <td><u>0.00</u></td> </tr> <tr> <td>Total Retainage:</td> <td><u>49,399.00</u></td> </tr> </table> </li> <li>6. TOTAL COMPLETED LESS RETAINAGE: <u>444,591.00</u></li> <li>7. LESS PREVIOUS APPLICATIONS: <u>442,228.50</u></li> <li>8. CURRENT PAYMENT DUE: <u>2,362.50</u></li> <li>9. BALANCE TO FINISH INCLUDING RETAINAGE: <u>273,399.00</u></li> </ol>		a. <u>10.0</u> % of Completed Work	<u>49,399.00</u>	b. <u>10.0</u> % of Stored Material	<u>0.00</u>	Total Retainage:	<u>49,399.00</u>	<p>The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.</p> <p>CONTRACTOR: <u>J. Soto</u></p> <p>State: <u>SD</u> County: <u>Minnehaha</u></p> <p>Subscribed &amp; sworn to before me this <u>24<sup>th</sup></u> day of <u>April</u>, <u>2021</u></p> <p>Notary Public Name: <u>A. M. Soto</u></p> <p>Commission Expiration Date: <u>1-28-2021</u></p>	
a. <u>10.0</u> % of Completed Work	<u>49,399.00</u>								
b. <u>10.0</u> % of Stored Material	<u>0.00</u>								
Total Retainage:	<u>49,399.00</u>								
		<p><b>ARCHITECT'S CERTIFICATE FOR PAYMENT:</b> The Architect hereby confirms that based on site observations &amp; to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below.</p>							
		<p><b>AMOUNT CERTIFIED:</b> Provide explanation below or attach if amount certified does not match this application amount. Initial all figures &amp; markups to agree with certified amount.</p>							
		<p>DATE: _____</p> <p>ARCHITECT: _____</p> <p>The Amount Certified is payable to the contractor listed above.</p>							
		<p>Created using Paymee for Excel. Free download at <a href="http://www.Paymee.com">www.Paymee.com</a></p>							

## PAYMENT APPLICATION DETAIL

APPLICATION NO:	6
FOR PERIOD ENDING:	4/30/2020

FROM: Limoges Construction  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: Watertown Mixed Use  
NO: 19030

WORK CATEGORY	Description	Scheduled Value	COMPLETED WORK				BALANCE TO FINISH	RETAINAGE Value (10.0%)
			Prev. App.	Value	This App.	Total		
			C	D=Prev. (D+E)	E	F	G=D+E+F	H=G/C
► BASE CONTRACT SECTION								
Concrete		689,000	465,000	-	-	465,000	67%	224,000
		-	-	-	-	-	0%	-
		-	-	-	-	-	0%	-
► EXTRA WORK SECTION 1								
Winter Charges- 10-25 to 11-23- See attached	11,120	11,120	-	-	-	11,120	100%	-
Winter Charges- 11-24 to 12-14- See attached	7,640	7,640	-	-	-	7,640	100%	-
Winter Charges- 12-15 to 1-15- See attached	4,875	4,875	-	-	-	4,875	100%	-
Winter Charges- 1-16 to 3-20- See attached	2,730	2,730	-	-	-	2,730	100%	-
Winter Charges- 3-21 to 4-25- See attached	2,625	-	2,625	-	-	2,625	100%	-
Total Base Contract Work:	689,000	465,000	-	-	-	465,000	67%	224,000
Total Extra Work:	28,990	26,365	2,625	-	-	28,990	100%	-
<b>GRAND TOTAL:</b>	<b>717,990</b>	<b>491,365</b>	<b>2,625</b>	-	-	<b>493,990</b>	<b>69%</b>	<b>224,000</b>

Created using Paymetrix for Excel. Download for free at <a href="http://www.Paymetrix.com">www.Paymetrix.com</a>
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## Winter Concrete Charges

Job Name: Watertown Mixed Use

Date Range: 3/21/2020 to 4/25/2020

	Previous Billings	Current Billing
Cold Weather Additives	\$13,610.50	\$2,625.00
Blanket Rent	\$6,816.00	\$0.00
Blanket Labor	\$5,995.50	\$0.00
Snow Removal Labor	\$0.00	\$0.00
Ground Heater Rental	\$0.00	\$0.00
Ground Heater Fuel	\$0.00	\$0.00
Price Adjust	\$1.00	
<b>TOTAL-</b>	<b>\$26,423.00</b>	<b>\$2,625.00</b>

<---With this, you own the blankets on site

## Cold Weather Additives

WAIVER OF LIEN

SD19269171

TO WHOM IT MAY CONCERN AND TO Dacotah Bank and First Dakota Title - Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lot 1 of Craig Addition to the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

1 tbd, Watertown, SD 57201

Dated this 12<sup>th</sup> day of May, 2022.

AMOUNT: \$2362.50

Limoges Construction Inc

FULL \_\_\_\_\_

PARTIAL X

By: Nate Limoges  
Its: President  
Address: 25732 Catterson Ave.  
Sikefalla, SD 57107  
Phone Number: (605) 543-5959

PLEASE SIGN AND RETURN TO:

First Dakota Title - Watertown  
168 North Broadway  
Watertown, SD 57201  
Fax Number -- (605)886-1041

Original  
Received  
04/11/2020

RRSB-Limoges SD Subpoena

FIRST DAKOTA TITLE - WATERTOWN • GREAT WESTERN BANK • ESCROW ACCOUNT • 168 NORTH BROADWAY • WATERTOWN, SD 57201

21330  
21330

DATE: 5/7/2020

FILE: SD19269171

CHECK AMOUNT: \$2,362.50

BUYER: The Lofts, LLC

SETTLEMENT DATE:

PROPERTY ADDRESS: 1 tbd, Watertown, SD 57201

PAYEE: Limoges Construction, Inc.

5/7/2020: Disbursement to Limoges Construction, Inc. \$2,362.50

Limoges Construction, Inc.

Sioux Falls, SD 57107

# Invoice

Date	Invoice #
5/26/2020	7633

Bill To
The Lofts LLC 1405 1st Ave N Fargo, ND 58102

Vendor No.

Project	Subcontract Agreement No.	Project No.
1922-Watertown Mixed Use		19030

Description	Amount
Progress Billing 10% Retainage	27,000.00 -2,700.00

	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$24,300.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$24,300.00

## APPLICATION FOR PAYMENT

### TO OWNER:

The Lofts LLC  
1405 1st Ave N  
Fargo, ND 58102

### APPLICATION NUMBER: 7

**DISTRIBUTION:**  
Contractor ▶  
Architect ▶  
File ▶

Watertown Mixed Use

Period To: 5/31/2020

Watertown, South Dakota

Project Number: 19030

### FROM CONTRACTOR:

Limoges Construction

25732 Cottonwood Ave

Sioux Falls, SD 57107

BID PACKAGE NO. 3A Concrete

### ARCHITECT:

Mutchler Bartram Architects, P.C.

VIA CONSTRUCTION MANAGER:

HEILMAN HOMES, INC

## CONTRACTOR'S APPLICATION FOR PAYMENT

Refer to continuation sheets attached for detailed breakdown.

### 1. ORIGINAL CONTRACT AMOUNT:

689,000.00

### 2. NET CHANGES TO CONTRACT:

28,990.00

### 3. TOTAL CONTRACT AMOUNT:

717,990.00

### 4. TOTAL COMPLETED AND STORED TO DATE:

520,990.00

### 5. RETAINAGE:

52,099.00

### a. 10.0 % of Completed Work

0.00

### b. 10.0 % of Stored Material

52,099.00

Total Retainage:

468,891.00

### 6. TOTAL COMPLETED LESS RETAINAGE:

444,591.00

### 7. LESS PREVIOUS APPLICATIONS:

24,300.00

### 8. CURRENT PAYMENT DUE:

249,099.00

### 9. BALANCE TO FINISH INCLUDING RETAINAGE:

249,099.00

### AMOUNT CERTIFIED:

Provide explanation below or attach if amount certified does not match this application amount.  
Initial all figures & markups to agree with certified amount.

Architect:

Date: 5/20/2020

The Amount Certified is payable to the contractor listed above.

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	28,990.00	-
Changes From This Application:	-	-
Total:	28,990.00	-
Net Changes:	28,990.00	

## PAYMENT APP ATTION DETAIL

APPLICATION NO:	7
FOR PERIOD ENDING:	b., /, 2020

FROM: Limoges Construction  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: Watertown Mixed Use  
NO: 19030

WORK CATEGORY		Description	Scheduled Value	COMPLETED WORK			Total	BALANCE TO FINISH	RETAINAGE Value (10.0%)
Item No.	A			Prev. App. Value	Work in Place	Stored Mat.			
B		C	D=Prev. (D+E)	E	F	G=D+E+F	H=G/C	I	
<b>► BASE CONTRACT SECTION</b>									
Concrete		689,000	465,000	27,000	-	492,000	71%	197,000	49,200
		-	-	-	-	-	0%	-	-
		-	-	-	-	-	0%	-	-
<b>► EXTRA WORK SECTION 1</b>									
Winter Charges- 10-25 to 11-23- See attached		11,120	11,120	-	-	11,120	100%	-	1,112
Winter Charges- 11-24 to 12-14- See attached		7,640	7,640	-	-	7,640	100%	-	764
Winter Charges- 12-15 to 1-15- See attached		4,875	4,875	-	-	4,875	100%	-	488
Winter Charges- 1-16 to 3-20- See attached		2,730	2,730	-	-	2,730	100%	-	273
Winter Charges- 3-21 to 4-25- See attached		2,625	2,625	-	-	2,625	100%	-	263
Total Base Contract Work:		689,000	465,000	27,000	-	492,000	71%	197,000	49,200
Total Extra Work:		28,990	28,990	-	-	28,990	100%	-	2,899
<b>GRAND TOTAL:</b>		<b>717,990</b>	<b>493,990</b>	<b>27,000</b>	-	<b>520,990</b>	<b>73%</b>	<b>197,000</b>	<b>52,099</b>

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WAIVER OF LIEN

SD19269171

TO WHOM IT MAY CONCERN AND TO Dacotah Bank and First Dakota Title - Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lot 1 of Craig Addition to the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

1 tbd, Watertown, SD 57201

Dated this 8<sup>th</sup> day of June, 2020

AMOUNT: \$24300.00

Limoges Construction Inc

FULL \_\_\_\_\_  
PARTIAL X

*Nate Limoges*  
By: Nate Limoges  
Its: President  
Address: 25732 Cottonwood Ave  
Sioux Falls, SD 57147  
Phone Number: (605) 543-5959

PLEASE SIGN AND RETURN TO:

First Dakota Title - Watertown  
168 North Broadway  
Watertown, SD 57201  
Fax Number -- (605)886-1041

RRSB-Limoges SD Subpoena 0419

Original  
Dated 6-8-20  
0419

FIRST DAKOTA TITLE - WATERTOWN • GREAT WESTERN BANK • ESCROW ACCOUNT • 168 NORTH BROADWAY • WATERTOWN, SD 57201

22406

22406

DATE: 6/4/2020

FILE: SD19269171

CHECK AMOUNT: \$24,300.00

BUYER: The Lofts, LLC

SETTLEMENT DATE:

PROPERTY ADDRESS: 1 tbd, Watertown, SD 57201

PAYEE: Limoges Construction, Inc.

6/4/2020: Disbursement to Limoges Construction, Inc.

\$24,300.00



Limoges Construction, Inc.

Sioux Falls, SD 57107

# Invoice

Date	Invoice #
6/25/2020	7653

Bill To
The Lofts LLC 1405 1st Ave N Fargo, ND 58102

Vendor No.

Project	Subcontract Agreement No.	Project No.
1922-Watertown Mixed Use		19030

Description	Amount
Progress Billing Less 10%	63,000.00 -6,300.00

	Sales Tax (0.0%)	\$0.00
	Total	\$56,700.00
	Payments/Credits	\$0.00
	Balance Due	\$56,700.00

## APPLICATION FOR PAYMENT

**TO OWNER:**  
The Lofts LLC  
1405 1st Ave N  
Fargo, ND 58102

**PROJECT:**  
Watertown Mixed Use  
10 North Broadway Street  
Watertown, South Dakota

**PERIOD TO:** 6/30/2020

**FROM CONTRACTOR:**  
Limoges Construction  
25732 Cottonwood Ave  
Sioux Falls, SD 57107

**BID PACKAGE NO.** 3A Concrete

**CONTRACTOR'S APPLICATION FOR PAYMENT**  
Refer to continuation sheets attached for detailed breakdown.

**1. ORIGINAL CONTRACT AMOUNT:**

689,000.00

**2. NET CHANGES TO CONTRACT:**

28,990.00

**3. TOTAL CONTRACT AMOUNT:**

717,990.00

**4. TOTAL COMPLETED AND STORED TO DATE:**

583,990.00

**5. RETAINAGE:**

58,399.00

**a. 10.0 % of Completed Work**

0.00

**b. 10.0 % of Stored Material**

58,399.00

Total Retainage:

525,591.00

**6. TOTAL COMPLETED LESS RETAINAGE:**

468,891.00

**7. LESS PREVIOUS APPLICATIONS:**

56,700.00

**8. CURRENT PAYMENT DUE:**

192,399.00

**9. BALANCE TO FINISH INCLUDING RETAINAGE:**

192,399.00

**EXTRA WORK SUMMARY**

	ADDITIONS	DELETIONS
Changes From Prev Applications:	28,990.00	-
Changes From This Application:	-	-
Total:	28,990.00	-
Net Changes:	28,990.00	

**AMOUNT CERTIFIED:**

Provide explanation below or attach if amount certified does not match this application amount.  
Initial all figures & markups to agree with certified amount.

ARCHITECT:

DATE: 6/12/25

The Amount Certified is payable to the contractor listed above.

## PAYMENT AFFIDAVITATION DETAIL

APPLICATION NO:

6/30/2020

FOR PERIOD ENDING:

FROM: Limoges Construction  
WORK: 3300 - Cast-in-Place ConcretePROJECT: Watertown Mixed Use  
NO: 19030

WORK CATEGORY		COMPLETED WORK			BALANCE TO FINISH		RETAINAGE	
Item No.	Description	Scheduled Value	This App. Value	Work In Place	Stored Mat. F	Total Value	%	Value (10.0%)
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	H=G/C	I
<b>► BASE CONTRACT SECTION</b>								
Footings and Foundation		336,000	314,200	18,000	-	332,200	99%	3,800
Flatwork		254,000	78,800	45,000	-	123,800	49%	130,200
Rebar and Floor Poly		99,000	99,000	-	-	99,000	100%	-
<b>► EXTRA WORK SECTION 1</b>								
Winter Charges- 10-25 to 11-23- See attached		11,120	11,120	-	-	11,120	100%	-
Winter Charges- 11-24 to 12-14- See attached		7,640	7,640	-	-	7,640	100%	-
Winter Charges- 12-15 to 1-15- See attached		4,875	4,875	-	-	4,875	100%	-
Winter Charges- 1-16 to 3-20- See attached		2,730	2,730	-	-	2,730	100%	-
Winter Charges- 3-21 to 4-25- See attached		2,625	2,625	-	-	2,625	100%	-
<b>Total Base Contract Work:</b>		<b>689,000</b>	<b>492,000</b>	<b>63,000</b>	-	<b>555,000</b>	<b>81%</b>	<b>134,000</b>
<b>Total Extra Work:</b>		<b>28,990</b>	<b>28,990</b>	<b>-</b>	-	<b>28,990</b>	<b>100%</b>	<b>-</b>
<b>GRAND TOTAL:</b>		<b>717,990</b>	<b>520,990</b>	<b>63,000</b>	-	<b>583,990</b>	<b>81%</b>	<b>134,000</b>
								<small>Download for Excel. Download for free at: www.Pageme.com</small>

DATE:07/13/20 CK#:36476 TOTAL:\$56,700.00\*\* BANK:1120 - Craig Properties, LLC  
PAYEE:LIMOGES CONSTRUCTION(limoges)

Property	Account	Invoice	Description	Amount
0824	6200			56,700.00
				56,700.00



Limoges Construction, Inc.

Sioux Falls, SD 57107

# Invoice

Date	Invoice #
7/24/2020	7672

Bill To
The Lofts LLC 1405 1st Ave N Fargo, ND 58102

Vendor No.

Project	Subcontract Agreement No.	Project No.
1922-Watertown Mixed Use		19030

Description	Amount
Progress Billing Less 10% Retainage	121,200.00 -12,120.00

	Sales Tax (0.0%)	\$0.00
	Total	\$109,080.00
	Payments/Credits	\$0.00
	Balance Due	\$109,080.00

APPLICATION FOR PAYMENT		PROJECT:	APPLICATION NUMBER:															
TO OWNER:	The Lofts LLC 1405 1st Ave N Fargo, ND 58102	Watertown Mixed Use 10 North Broadway Street Watertown, South Dakota	9 PERIOD TO: 7/31/2020															
FROM CONTRACTOR:	Limoges Construction 25732 Cottonwood Ave Sioux Falls, SD 57107 BID PACKAGE NO. 3A Concrete	Mutchler Bartram Architects, P.C. VIA CONSTRUCTION MANAGER: HEILMAN HOMES, INC	PROJECT NUMBER: 19030 CONTRACT DATE: 10/15/19 CONTRACTOR: <i>Dan Black</i>															
<b>CONTRACTOR'S APPLICATION FOR PAYMENT</b> <small>Refer to continuation sheets attached for detailed breakdown.</small>																		
1. ORIGINAL CONTRACT AMOUNT:	<u>689,000.00</u>																	
2. NET CHANGES TO CONTRACT:	<u>28,990.00</u>																	
3. TOTAL CONTRACT AMOUNT:	<u>717,990.00</u>																	
4. TOTAL COMPLETED AND STORED TO DATE:	<u>705,190.00</u>																	
5. RETAINAGE:	<u>70,519.00</u>	<u>0.00</u>	<u>634,671.00</u>															
a. <u>10.0</u> % of Completed Work	<u>525,591.00</u>																	
b. <u>10.0</u> % of Stored Material	<u>109,080.00</u>																	
Total Retainage:	<u>70,519.00</u>																	
6. TOTAL COMPLETED LESS RETAINAGE:	<u>83,319.00</u>																	
7. LESS PREVIOUS APPLICATIONS:																		
8. CURRENT PAYMENT DUE:																		
9. BALANCE TO FINISH INCLUDING RETAINAGE:																		
<b>ARCHITECT'S CERTIFICATE FOR PAYMENT:</b> <small>The Architect hereby confirms that based on site observations, &amp; to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:</small>																		
AMOUNT CERTIFIED:	<u>83,319.00</u>																	
<small>Provide explanation below or attach if amount certified does not match this application amount. Initial all figures &amp; markups to agree with certified amount.</small>																		
ARCHITECT:	<u>DATE: _____</u>																	
<small>The Amount Certified is payable to the contractor listed above.</small>																		
<table border="1"> <thead> <tr> <th>EXTRA WORK SUMMARY</th> <th>ADDITIONS</th> <th>DELETIONS</th> </tr> </thead> <tbody> <tr> <td>Changes From Prev Applications:</td> <td><u>28,990.00</u></td> <td><u>-</u></td> </tr> <tr> <td>Changes From This Application:</td> <td><u>-</u></td> <td><u>-</u></td> </tr> <tr> <td>Total:</td> <td><u>28,990.00</u></td> <td><u>-</u></td> </tr> <tr> <td>Net Changes:</td> <td colspan="2"><u>28,990.00</u></td> </tr> </tbody> </table>				EXTRA WORK SUMMARY	ADDITIONS	DELETIONS	Changes From Prev Applications:	<u>28,990.00</u>	<u>-</u>	Changes From This Application:	<u>-</u>	<u>-</u>	Total:	<u>28,990.00</u>	<u>-</u>	Net Changes:	<u>28,990.00</u>	
EXTRA WORK SUMMARY	ADDITIONS	DELETIONS																
Changes From Prev Applications:	<u>28,990.00</u>	<u>-</u>																
Changes From This Application:	<u>-</u>	<u>-</u>																
Total:	<u>28,990.00</u>	<u>-</u>																
Net Changes:	<u>28,990.00</u>																	

## PAYMENT APPLICATION DETAIL

APPLICATION NO:	9
FOR PERIOD ENDING:	7/31/2020

FROM: Limoges Construction  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: Watertown Mixed Use  
No: 19030

WORK CATEGORY			COMPLETED WORK						RETAINAGE	
Item No.	Description	Scheduled Value	Prev. App. Value	This App. Work In Place	Stored Mat.	Total Value	%	BALANCE TO FINISH	Value (10.0%)	
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	L=G/C	H=C-G	I	
<b>► BASE CONTRACT SECTION</b>										
Footings and Foundation		336,000	332,200	-	-	332,200	99%	3,800	33,220	
Flatwork		254,000	123,800	121,200	-	245,000	96%	9,000	24,500	
Rebar and Floor Poly		99,000	99,000	-	-	99,000	100%	-	9,900	
<b>► EXTRA WORK SECTION 1</b>										
Winter Charges- 10-25 to 11-23- See attached		11,120	11,120	-	-	11,120	100%	-	1,112	
Winter Charges- 11-24 to 12-14- See attached		7,640	7,640	-	-	7,640	100%	-	764	
Winter Charges- 12-15 to 1-15- See attached		4,875	4,875	-	-	4,875	100%	-	488	
Winter Charges- 1-16 to 3-20- See attached		2,730	2,730	-	-	2,730	100%	-	273	
Winter Charges- 3-21 to 4-25- See attached		2,625	2,625	-	-	2,625	100%	-	263	
<b>Total Base Contract Work:</b>		689,000	555,000	121,200	-	676,200	98%	12,800	67,620	
<b>Total Extra Work:</b>		28,990	28,990	-	-	28,990	100%	-	2,899	
<b>GRAND TOTAL:</b>		717,990	583,990	121,200	-	705,190	98%	12,800	70,519	

Created using Paymetra for Excel. Visit [www.Paymetra.com](http://www.Paymetra.com) for more information.

DATE:10/04/20 CR#:36864 TOTAL:\$109,080.00\* BANK:1120 - Craig Properties, LLC  
PAYEE:LIMOGES CONSTRUCTION(Limoges)  
Property Account  
0824 6200

Property	Account	Description	Amount
		Invoice	109,080.00



**Limoges Construction, Inc.**  
Sioux Falls, SD 57107

## Invoice

Date	Invoice #
8/25/2020	7687

## APPLICATION FOR PAYMENT

**TO OWNER:**  
The Lofts LLC  
1405 1st Ave N  
Fargo, ND 58102

**PROJECT:**  
Watertown Mixed Use  
10 North Broadway Street  
Watertown, South Dakota

**APPLICATION NUMBER:** 10  
**PERIOD TO:** 8/31/2020  
**PROJECT NUMBER:** 19030

**DISTRIBUTION:**  
Contractor ▲  
Architect ▲  
File ▲

**FROM CONTRACTOR:**  
Limoges Construction  
25732 Cottonwood Ave  
Sioux Falls, SD 57107  
BID PACKAGE NO. 3A Concrete

**ARCHITECT:**  
Mutchler Bartlam Architects, P.C.

**CONTRACT DATE:** 10/15/19  
**VIA CONSTRUCTION MANAGER:** HEILMAN HOMES, INC

## CONTRACTOR'S APPLICATION FOR PAYMENT

Refer to continuation sheets attached for detailed breakdown.

<b>1. ORIGINAL CONTRACT AMOUNT:</b>	689,000.00
<b>2. NET CHANGES TO CONTRACT:</b>	30,353.00
<b>3. TOTAL CONTRACT AMOUNT:</b>	719,353.00
<b>4. TOTAL COMPLETED AND STORED TO DATE:</b>	719,353.00
<b>5. RETAINAGE:</b>	
a. 10.0 % of Completed Work	71,935.30
b. 10.0 % of Stored Material	0.00
Total Retainage:	71,935.30
<b>6. TOTAL COMPLETED LESS RETAINAGE:</b>	647,417.70
<b>7. LESS PREVIOUS APPLICATIONS:</b>	634,671.00
<b>8. CURRENT PAYMENT DUE:</b>	<b>12,746.70</b>
<b>9. BALANCE TO FINISH INCLUDING RETAINAGE:</b>	71,935.30

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

**CONTRACTOR:** C. M. Limoges **DATE:** 8/25/20

State: SD County: Minnelha  
Subscribed & sworn to before me  
this 25<sup>th</sup> day of August  
Notary Public Name: P. J. O'Brien  
Commission Expiration Date: 1-8-21

## ARCHITECT'S CERTIFICATE FOR PAYMENT:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

**AMOUNT CERTIFIED:** \_\_\_\_\_  
Provide explanation below or attach if amount certified does not match this application amount.  
Initial all figures & markups to agree with certified amount.

### EXTRA WORK SUMMARY

#### ADDITIONS

#### DELETIONS

Changes From Prev Applications:	28,990.00	-
Changes From This Application:	1,800.00	437.00
Total:	30,790.00	437.00
Net Changes:	30,353.00	

**THE AMOUNT CERTIFIED IS PAYABLE TO THE CONTRACTOR LISTED ABOVE.**

**THE AMOUNT CERTIFIED IS PAYABLE TO THE CONTRACTOR LISTED ABOVE.**

RRSB-Limoges SD Subpoena 0430

## PAYMENT APPLICATION DETAIL

APPLICATION NO:	1C
FOR PERIOD ENDING:	8/31/2020

FROM: Limoges Construction  
WORK: 3300 - Cast-in-Place Concrete

PROJECT: Watertown Mixed Use  
NO: 19030

WORK CATEGORY		COMPLETED WORK				BALANCE TO FINISH		RETAINAGE	
Item No.	Description	Scheduled Value	Prev. App. Value	Work In Place	Stored Mat.	Total Value	%	Value (10.0%)	
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	L=G/C	H=C-G	
<b>► BASE CONTRACT SECTION</b>									
Footings and Foundation	336,000	332,200	3,800	-	336,000	100%	-	33,600	
Flatwork	254,000	245,000	9,000	-	254,000	100%	-	25,400	
Rebar and Floor Poly	99,000	99,000	-	-	99,000	100%	-	9,900	
<b>► EXTRA WORK SECTION 1</b>									
Winter Charges- 10-25 to 11-23- See attached	11,120	11,120	-	-	11,120	100%	-	1,112	
Winter Charges- 11-24 to 12-14- See attached	7,640	7,640	-	-	7,640	100%	-	764	
Winter Charges- 12-15 to 1-15- See attached	4,875	4,875	-	-	4,875	100%	-	488	
Winter Charges- 1-16 to 3-20- See attached	2,730	2,730	-	-	2,730	100%	-	273	
Winter Charges- 3-21 to 4-25- See attached	2,625	2,625	-	-	2,625	100%	-	263	
Added Curb	1,800	-	1,800	-	1,800	100%	-	180	
Stoop Deduct, 1" extra concrete on deck	(437)	-	(437)	-	(437)	100%	-	(44)	
<b>Total Base Contract Work:</b>	689,000	676,200	12,800	-	689,000	100%	-	68,900	
<b>Total Extra Work:</b>	30,353	28,990	1,363	-	30,353	100%	-	3,035	
<b>GRAND TOTAL:</b>	719,353	705,190	14,163	-	719,353	100%	-	71,935	

Created using Paymetrix for Excel. Download for free at [www.Paymetrix.com](http://www.Paymetrix.com)



## C/O PROPOSAL

July 24, 2020

Ph.605.543.5959  
Fax.605.543.5940  
25732 Cottonwood Ave.

TO: JESSE CRAIG  
CRAIG DEVELOPMENTS  
FARGO ND

PROJECT: MIXED USE BUILDING

This proposal is taken from a conversation with Jesse Kiehl. Any variation from this proposal may effect this proposed price.

DESCRIPTION	UNIT	TOTAL
ADD curb @ ramp dog house on west & south sides approx. 6" tall and 6" wide pinned to the paving	101 LF	
TOTAL OF BASE BID		\$1,800.00

No back charges will be excepted by LCI without prior written authorization and sign off by LCI

Price Includes: Labor, Concrete, Rebar, Sales Tax on Materials.

Price does NOT include: Engineering, Concrete or Soil Tests, Snow Removal, Heat, Heat Enclosures, Enclosures, Cold Weather Concrete Additives, Covering of Concrete Due to Cold Weather, Blankets, Fill Sand, Placement of Fill Sand, Bolts, Dewalering, Wall or Floor Insulation, Excavation or Backfill, Survey, Layout, Water Proofing, Drain Tile, Surcharge for Lack of Project Access, Floor Sealants, Shoring for Steel Decks, Dirt Banks, Suspended Floors etc., Joint Sealants, Disposal of Concrete Wash Out, Curb & Gutter, Joint Dowels or Assemblies, Excise Tax.

If this proposal is accepted, these inclusions and exclusions need to be added verbatim to the contract offered to LCI or attach this proposal as an addendum or exhibit to the contract.

NOTE: Prices are good for 30 days from date of proposal.



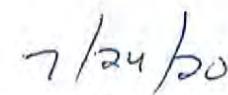
DAN BLOCK

ESTIMATOR FOR LIMOGES CONSTRUCTION, INC.

If you accept this proposal, please sign below and return

7/24/2020

DATE

  
JESSE CRAIG  
CRAIG DEVELOPMENTS  
FARGO ND

DATE

WAIVER OF LIEN

SD20297500

TO WHOM IT MAY CONCERN AND TO Watertown Development Company and First Dakota Title -

Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 15 and 16 in Block 2 of the Original Plat of the City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

Dated this 2<sup>nd</sup> day of November, 2020

Limoges Construction, Inc.  
25732 Cottonwood Ave.  
Sioux Falls, SD 57107

AMOUNT: \$ 12,746.70

Paid to: \_\_\_\_\_

FULL \_\_\_\_\_

PARTIAL X

By: Nate Limoges  
Its: Crafter  
Address: 25732 Cottonwood Ave  
Sioux Falls, SD 57107  
Phone Number: (605) 593-5753

PLEASE SIGN AND RETURN TO:

Craig Development  
1405 1st Ave N  
Fargo, ND 58102

RRSB-Limoges SD Subpoena #434

Original  
Manuscript  
3-2020



## C/O PROPOSAL

August 25, 2020

Ph.605.543.5959  
Fax.605.543.5940  
25732 Cottonwood Ave.

TO: JESSE CRAIG  
CRAIG DEVELOPMENTS  
FARGO ND

PROJECT: MIXED USE BUILDING

This proposal is taken from prints dated 7/19/19. Any variation from these prints or this proposal may effect this proposed price.

DESCRIPTION	UNIT	TOTAL
DEDUCT		
6- stoop walls & tops	6	-\$3,450.00
ADD		
1" to parking deck topping	23 CY.S	\$3,013.00
<b>TOTAL OF BASE BID</b>	<b>-\$437.00</b>	

No back charges will be excepted by LCI without prior written authorization and sign off by LCI

**Price Includes:** Labor, Concrete, Rebar, Sales Tax on Materials.

**Price does NOT include:** Engineering, Concrete or Soil Tests, Snow Removal, Heat, Heat Enclosures, Enclosures, Cold Weather Concrete Additives, Covering of Concrete Due to Cold Weather, Blankets, Fill Sand, Placement of Fill Sand, Bolts, Dewatering, Wall or Floor Insulation, Excavation or Backfill, Survey, Layout, Water Proofing, Drain Tile, Surcharge for Lack of Project Access, Floor Sealants, Shoring for Steel Decks, Dirt Banks, Suspended Floors etc., Joint Sealants, Disposal of Concrete Wash Out, Curb & Gutter, Joint Dowels or Assemblies, Excise Tax.

If this proposal is excepted, these inclusions and exclusions need to be added verbatim to the contract offered to LCI or attach this proposal as an addendum or exhibit to the contract.

**NOTE:** Prices are good for 30 days from date of proposal.



DAN BLOCK

ESTIMATOR FOR LIMOGES CONSTRUCTION, INC.  
If you accept this proposal, please sign below and return

8/25/2020

DATE

JESSE CRAIG  
CRAIG DEVELOPMENTS  
FARGO ND

DATE

DATE:04/05/21 CK#:37812 TOTAL:\$71,935.30\*\* BANK:1120 - Craig Properties, LLC  
PAYEE:LIMOGES CONSTRUCTION(limoges)

Property	Account	Invoice	Description	Amount
0824	6200			71,935.30
				71,935.30

DATE:10/27/20 CK#:36932 TOTAL:\$12,746.70\*\* BANK:1120 - Craig Properties, LLC  
PAYEE:LIMOGES CONSTRUCTION(limoges)

Property	Account	Invoice	Description	Amount
0824	6200			12,746.70
				12,746.70



Limoges Construction, Inc.  
Sioux Falls, SD 57107

## Invoice

Date	Invoice #
2/15/2021	7813

Bill To
The Lofts LLC 1405 1st Ave N Fargo, ND 58102

Vendor No.

Project	Subcontract Agreement No.	Project No.
1922-Watertown Mixed Use		19030

Description	Amount
Less 10%	
Draw	
6 - (11-18) \$238,000.00 ✓	
7 - (12-19) \$136,008.00 ✓	
	\$74,376.00 ✓
Retainage	
INVOICE	
	\$31,367.50 ✓
	\$92,457.00 ✓
	\$2362.50 ✓
	\$24,300.00 ✓

Sales Tax (0.0%)	\$0.00
Total	\$71,935.30
Payments/Credits	\$0.00
Balance Due	\$71,935.30

WAIVER OF LIEN

SD19260724

TO WHOM IT MAY CONCERN and First Dakota Title -Watertown

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or claims on account of labor or services performed at or materials furnished or delivered to the real property below described, or any building, construction, or improvement thereon by the undersigned, and any right to claim any lien priority as of any date prior to the date hereof upon the real property situated in the County of Codington, State of South Dakota described as:

Lots 15-16 BLK 2 ORIGINAL PLAT WAIEBROWN, City of Watertown, Codington County, South Dakota, according to the recorded plat thereof.

Dated this 16<sup>th</sup> day of October, 2020

AMOUNT: \$[Enter Amount]  
[Enter Memo Info]

[Enter Creditor Name]

FULL \_\_\_\_\_  
PARTIAL X

*Nate Limoges*  
By: NATE LIMOGES  
Its: President  
Address: 25732 Cartwright Ave  
Sioux City, SD 57167  
Phone Number: (605) 543-5959

PLEASE SIGN AND RETURN TO:

Craig Development, LLC  
1405 1st Avenue North  
Fargo, ND 58102

Original  
Dated 10/23/2020  
RRSB-Limoges SD Subpoena 0439